

IN THE MATTER OF )  
)  
)  
SoBell Corp., BAIC, Inc., Voyager )  
Financial Group, LLC )  
)  
and )  
)  
Andrew Gamber, Individually )  
)  
*Respondents* )  
)

Administrative CD Order  
Number LS-16-1891

**WHEREAS**, the Securities Division of the Mississippi Secretary of State (“Division”),  
has the authority to administer and provide for the enforcement of all provisions of the  
Mississippi Securities Act (“Act”) codified at Mississippi Code Annotated Sections 75-71-101,  
*et seq.*; and

**WHEREAS**, the Division is empowered to issue an order directing any person to cease and desist from engaging in the act, practice, or course of business when the Administrator determines a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this chapter or a rule adopted or order issued under this chapter; and

**WHEREAS**, action by the Division in this instance is necessary and appropriate in the public interest and for the protection of investors, and is consistent with the purposes fairly intended by the policy and provisions of the Act;

**NOW, THEREFORE**, the Division, as Administrator of the Act, hereby enters its Cease and Desist Order:

### **I. PARTIES**

1. The Secretary of State ("Administrator") has the authority, pursuant to the Act, to administer and enforce the Act and regulate the offer and sale of securities in Mississippi, including the firms and persons who offer or sell securities or who provide investment advice regarding securities.
2. Respondent Andrew Gamber ("Gamber") is an individual with a last known residence at 742 County Road 464 in Jonesboro, Arkansas 72404.
3. Voyager Financial Group, LLC ("VFG") is a Delaware for-profit corporation, having filed its Articles of Incorporation in Delaware on April 12, 2012. Gamber is, or at all relevant times was, VFG's Managing Member.
4. Respondent BAIC, Inc., ("BAIC") is a Texas for-profit corporation, having filed its Articles of Incorporation on or about July 20, 2012, with its initial principal place of business being 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701. Gamber is, or at all relevant times was, the President of BAIC.
5. From the time of the filing of its Articles of Incorporation on February 5, 2015, through November 30, 2016 when it was administratively dissolved, Respondent SoBell Corp. ("SoBell") was a Mississippi for-profit corporation, with its initial principal address being 1000 Highland Colony Park, Suite 5203, Ridgeland, Mississippi 39157. Gamber is the sole incorporator of SoBell.

## II. FINDINGS OF FACT

6. None of the Respondents are registered in the Central Registrations Depository (“CRD”) and no Respondent has ever been registered in Mississippi as a broker-dealer, broker-dealer agent, investment adviser, or investment adviser representative.

7. Respondents have offered and sold one or more pension income stream investments, one of which is called the “SoBell Pension Income Stream Program,” which are investment contracts, and thus securities within the meaning of the Act. To date, it has not been determined that any SoBell Pension Income Stream Program product was offered or sold to any Mississippi investor. Offers and sales by VFG in Mississippi to date are also unknown. At least one BAIC product was sold to a Mississippi resident. SoBell, while offering the “SoBell Pension Income Stream,” had its principal place of business in Mississippi.

8. The investment contracts offered and sold by Respondents involve a program where a pensioner or other fixed settlement recipient (“seller”) appoints SoBell, BAIC, or VFG as his or her agent with the authority to sell part of the pension or fixed settlement income stream on the seller’s behalf for a pre-negotiated, discounted price. Respondents then match an investor (“buyer”) to purchase the income stream for a determined period of time, generally five to ten years. Under the investment contract, the seller essentially “sells” or assigns his long-term benefits to the buyer for a fixed period of time. The investment model requires the seller to either escrow his pension or settlement proceeds to a third party, or to forward pension or settlement payments to the buyer in good faith.

9. Performance Arbitrage Company, Inc. (“PAC”), a Delaware for-profit corporation, incorporated on February 3, 2014, offers the investor an opportunity to mitigate the risk of the seller defaulting on payments by purchasing an Option to Purchase Defaulted Structured Asset Agreement (“OPDSAA”). Electing this option entitles the investor to receive a corporate



promissory note from PAC, to protect the investor in the event of default of payments by the pensioner. Respondents offered the OPDSAA in concert with the investment vehicles for BAIC and SoBell.

10. As the transaction facilitator, Respondents are responsible for the overall business and operations of the sales process. Respondents manage the process through a “closing book” which includes various forms. The sales process includes:

- (a) Entering into a Sales Assistance Agreement with Seller to facilitate the sale of their structured cash flow in return for a pre-negotiated lump sum cash payment.
- (b) Assigning a buyer (Investor) to buy the structured cash flow at an agreed upon sales price and corresponding annual effective rate of return, and having the buyer execute a “Purchase Assistance Agreement.”
- (c) Safeguarding the Buyer's purchase funds through an escrow account with Upstate Law Group, LLC (“ULG”) (used by BAIC and SoBell) or Security Title Agency (used by VFG) until Buyer's final approval and closing of the transaction.
- (d) Completing the Contract for Sale of Payments in coordination with UGL (or Security Title Agency) as the designated servicing company;
- (e) Overseeing the sales due diligence process as set out in the Purchase Assistance Agreement; and
- (f) Closing the transaction and providing a set of closing documents to the buyer containing all documents as set out in the Purchase Assistance Agreement.

11. For each aspect of the role of Respondents set forth in Paragraph 10 above, the “closing book” process used to facilitate the transaction, and specifically several of the documents, are nearly substantively identical, whether employed by BAIC, SoBell, or VFG. See Composite



Exhibit A, samples of the documents used by VFG, BAIC, and SoBell, and incorporated by this reference.

12. For each BAIC or SoBell transaction, Respondents used the same escrow agent, Upstate Law Group (“ULG”).

13. None of the investment products described above, offered by Respondents have ever been registered by qualification, notification, or coordination, and no permit has been granted for their sale into or from the state of Mississippi.

14. In offering the investment contract products, Respondents failed to disclose multiple material regulatory orders against Gamber, VFG, and SoBell from various states which include the following:

a. The Arkansas Securities Commission found, related to the sale of pension income streams in Arkansas by VFG, that the parties, including Gamber, violated the Arkansas Securities Act by selling unregistered securities and ordered the same parties to cease and desist from any further actions in Arkansas in connection with the offer and sale of securities and any other violation of the Arkansas Securities Act.

*(See In the Matter of VFG, LLC f/k/a Voyager Financial Group, LLC, Andrew Gamber, Kevin McNay, Robert Henry, and Jonathan Sheets, Cease and Desist Order # S-12-0015-13-OR02, April 22, 2013.)* Gamber owned 100% of VFG at the time of the Order and was the managing member of VFG.

b. The Securities Division of the New Mexico Regulation and Licensing Department found, related to the sale of pension income streams from United States Government pensions, that VFG, LLC deceived investors in connection with said sales and that through agents, VFG, LLC failed to adequately disclose the risks of the investment as well as the prohibition against assigning pension payments under federal law. *(See In*

*the Matter of VFG, LLC f/k/a Voyager Financial Group, Equity Advisors, LLC and Sydney Evans*, Order to Cease & Desist and Notice of Intent to Impose Sanctions, Case No. 13-10-0013, December 10, 2013.) Gamber was the managing member and one of the owners of VFG at the time of this Order.

c. The Arkansas Securities Commission found, related to the sale of pension income streams in Arkansas by VFG, LLC, in connection with the sale of a security, that the parties omitted and failed to provide investors with full and complete disclosure of material facts and that the parties made material misstatements to investors in violation of the Arkansas Securities Act. VFG, LLC was ordered to cease and desist from offering and/or selling securities in Arkansas in violation of the Arkansas Securities Act and to immediately cease and desist from employing unregistered sales agents and selling securities through the use of misstatements and omissions of material facts in violation of said Act. (*See In the Matter of VFG, LLC f/k/a Voyager Financial Group, LLC, and Richard Younkman*, Cease and Desist Order # S-12-0015-14-OR06, March 14, 2014.) Gamber owned 100% of VFG at the time of the Order and was the managing member of VFG.

d. The Pennsylvania Department of Banking and Securities entered into a consent agreement signed by Andrew Gamber on behalf of Respondent VFG, LLC f/k/a Voyager Financial Group, LLC. Pursuant to the Order, VFG, LLC f/k/a Voyager Financial Group, LLC was permanently barred from representing an issuer offering or selling securities in Pennsylvania, acting as a promoter, officer, director, or partner of an issuer offering or selling securities in Pennsylvania, being registered or affiliated with any person registered as a broker-dealer, agent, investment adviser, or investment adviser representative and relying on any exemption from registration.

(See *Commonwealth of Pennsylvania Department of Banking and Securities, Bureau of Securities, Licensing, Compliance and Enforcement v. VFG, LLC f/k/a Voyager Financial Group, LLC*, Consent Agreement and Order Docket No. 130069 (SEC-GAO), April 29, 2014.) Gamber executed this Consent Order.

e. The Arkansas Securities Commission found, related to the sale of pension income streams in Arkansas by VFG, LLC., that the parties failed to gather suitability information from investors, omitted and failed to provide investors with full and complete disclosure of material facts, and misstated facts in violation of the Arkansas Securities Act. VFG, LLC was ordered to offer restitution to investors. On or about June 19, 2014, Gamber agreed to the entry of the Consent Order and signed the Order both individually and on behalf of VFG, LLC f/k/a Voyager Financial Group, LLC as its managing member. (See *In the Matter of VFG, LLC f/k/a Voyager Financial Group, LLC and Andrew Gamber*, Consent Order No. S-12-0015-14-OR07, June 23, 2014.) Gamber executed this Consent Order.

f. The California Department of Business Oversight on November 7, 2014, issued a Desist & Refrain Order and found that VFG violated the California Corporate Securities Law of 1968 in connection with the sale of pension income streams by omitting to state a material fact necessary in order to make the statements made not misleading. Voyager Financial Group, LLC and VFG, LLC were ordered to desist and refrain from offering and selling securities in California, by means of any communication which included an untrue statement of material fact or omission of material fact necessary in order to make the statements not misleading. Gamber owned 100% of VFG at the time of the Order and was the managing member of VFG.



g. The Texas State Securities Board on February 1, 2016, issued an Emergency Cease and Desist Order and found that the investments described in Paragraph 7 above were securities within the meaning of the Texas Securities Act; that Respondents SoBell and Gamber offered and sold unregistered securities in Texas; that Sobell and Gamber engaged in fraud in connection with the offer or sale of securities; that Sobell and Gamber made offers to sell securities with statements that were materially misleading or otherwise likely to deceive the public; and that the public harm threatened by Respondents' acts was immediate and irreparable, and provided sufficient grounds for its emergency action. . (*See In the Matter of SoBell Corp. and Andrew Gamber*, Order No. ENF-16-CDO-1741, February 1, 2016.)

Gamber was owner and managing member of VFG when he incorporated SoBell in Mississippi.

15. The Texas Order also noted that, after VFG was ordered to cease and desist by Arkansas, Respondents continued to sell the product through BAIC.

16. In offering the investment contract products from Mississippi (through SoBell) or to Mississippi residents (through BAIC), or to residents of other states (through VFG), Respondents failed to disclose default rates related to the sale of pension income streams by companies controlled and/or operated by Respondent Gamber.

17. In offering the investment contract products from Mississippi (through SoBell) or to Mississippi residents (through BAIC), or to residents of other states (through VFG), Respondents failed to disclose the assets, liabilities, operating history, as well as the control persons and inherent conflicts of PAC, which underwrote the OPDSAA.

18. In offering the investment contract products from Mississippi (through SoBell) or to

Mississippi residents (through BAIC), or to residents of other states (through VFG), Respondents failed to disclose to potential investors that the assignment of United States Government Pensions and disability benefits is prohibited by federal law, specifically 37 United States Code, Section 701 and 38 United States Code, Section 5301.

19. Because of the similarities between the products offered, the offer and marketing methods, the substantive materials used in marketing and effecting transactions, and the overlapping parties, particularly Gamber, ULG and PAC; BAIC, which has sold products into Mississippi, SoBell, which was formed in Mississippi, and VFG are indistinguishable ventures.

20. Because of the similarities as set forth above, combined with the actions taken by other jurisdictions against Respondents, Respondents either have engaged, are engaging, or are about to engage in an act, practice, or course of business constituting a violation of the Act or its Rules.

### **III. APPLICABLE LAW**

21. Miss. Code Ann. § 75-71-102 (28) sets forth:

#### **Definitions.**

"Security" means a note; stock; treasury stock; security future; bond; debenture; evidence of indebtedness; certificate of interest or participation in a profit-sharing agreement; collateral trust certificate; preorganization certificate or subscription; transferable share; investment contract; voting trust certificate; certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; put, call, straddle, option, or privilege on a security, certificate of deposit, or group or index of securities, including an interest therein or based on the value thereof; put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency; or, in general, an interest or instrument commonly known as a "security"; or a certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing. The term includes both a certificated and an uncertificated security. The term does not include an insurance or endowment policy or annuity contract under which an insurance company promises to pay a sum of money either in a lump sum or periodically for life or other specified period; or an interest in a contributory or noncontributory pension or welfare plan subject to the Employee Retirement Income Security Act of 1974. An "investment contract" includes, among other contracts, an investment in a limited partnership, an interest in a



limited liability company, an investment in a viatical settlement or similar agreement, and an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a "common enterprise" means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors.

22. Miss. Code Ann. § 75-71-301 sets forth:

Securities registration requirement.

It is unlawful for a person to offer or sell a security in this state unless:

- (1) The security is a federal covered security;
- (2) The security, transaction, or offer is exempted from registration under Sections 75-71-201 through 75-71-203; or
- (3) The security is registered under this chapter.

23. Miss. Code Ann. § 75-71-501 sets forth:

General fraud.

It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly:

- (1) To employ a device, scheme, or artifice to defraud;
- (2) To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (3) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

24. The Division may employ remedies set out in Miss. Code Ann. § 75-71-604 of the Act:

Administrative enforcement.

- (a) Issuance of an order or notice. If the Administrator determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this chapter or a rule adopted or order issued under this chapter or that a person has materially aided, or is about to materially aid an act, practice, or course of business constituting a violation of this chapter or a rule adopted or order issued under this chapter, the Administrator may:

- (1) Issue an order directing the person to cease and desist from engaging in the act practice or course of business or to take other action necessary or appropriate to comply with this chapter;
- (2) Issue an order denying, suspending, revoking, or conditioning the exemptions for a broker-dealer under Section 75-71-401(b)(1)(D) or (F) or an investment adviser under Section 75-71-403(b)(1)(C); or
- (3) Issue an order:



- (A) Under Section 75-71-204;
- (B) Imposing a civil penalty in the case of an issuer of registered securities, broker-dealer, investment advisor, agent, investment adviser representative, or other person who violated this chapter;
- (C) Barring or suspending the person from association with a broker-dealer or investment advisor registered in this state; or
- (D) Requiring the person to pay restitution for any loss or disgorge any profits arising from the violation, including interest.

25. Mississippi has an interest in preventing its state from being used as a base for fraudulent securities activities, as well as in protecting its own citizens from the offer and sale of the same. *See generally, Upton v. Trinidad Petroleum Corp.*, 468 F. Supp. 330, 335 (N.Dist.Al., Mar. 26, 1979); *Enntex Oil & Gas Co. v. Texas*, 560 S.W. 2d 494, 497 (Ct.Civ.App.Tex., Dec. 13, 1977).

#### **IV. ACTION NECESSARY TO PROTECT THE PUBLIC**

26. Action by the Division is necessary and appropriate in the public interest and for the protection of investors, and is consistent with the purposes fairly intended by the policy and provisions of the Act.

27. Based upon the foregoing Findings of Fact, the Division makes the following:

#### **V. CONCLUSIONS OF LAW**

28. The Administrator, after consideration of the facts set forth above, finds and concludes that the Secretary has jurisdiction over the Respondents and this matter and that the following is in the public interest, necessary for the protection of public investors, and consistent with the purposes intended by the Act.

29. The income stream investment products are "Securities" as set forth in Miss. Code Ann. § 75-71-102(28).

30. Respondents offered and sold unregistered securities in or from Mississippi in violation of Miss. Code Ann. § 75-71-301.

31. Respondents omitted material information about past Administrative Orders in the offer and sale of a security in violation of Miss. Code Ann. § 75-71-501(2).
32. Respondents omitted material information in not disclosing default rates related to the sale of pension income streams by companies controlled and/or operated by Respondent Gamber, in violation of Miss. Code Ann. § 75-71-501(2).
33. Respondents omitted material information in not disclosing the assets, liabilities, operating history, as well as the control persons and inherent conflicts of PAC, which underwrote the OPDSAA, in violation of Miss. Code Ann. § 75-71-501(2).
34. Respondents failed to fully disclose to potential investors that the assignment of United States Government Pensions and disability benefits is prohibited by federal law, specifically 37 United States Code, Section 701 and 38 United States Code, Section 5301 in violation of Miss. Code Ann. § 75-71-501(3).

## **VI. ORDER**

IT IS HEREBY ORDERED:

1. That Respondents immediately CEASE AND DESIST from offering for sale and selling any security in Mississippi, or selling securities into other states through operations in Mississippi, until said securities are registered with the Division, or until Respondents have claimed and demonstrated an exemption from registration;
2. It is FURTHER ORDERED that Respondents immediately CEASE AND DESIST from engaging in any fraud in connection with the offer for sale of any security in Mississippi, or through its operations in Mississippi; and

3. It is FURTHER ORDERED that Respondents immediately CEASE AND DESIST from offering securities based on statements that operate or would operate as a fraud or deceit upon another person.

## **VII. RIGHT TO AN ADMINISTRATIVE HEARING**

If the Respondents wish to contest the allegations set forth above, or offer evidence and arguments to mitigate the allegations, then the Respondents must file a request for hearing. Such request shall be made in writing to Jeffrey Lee, Senior Attorney, Securities Division of the Mississippi Secretary of State's Office, Post Office Box 136, Jackson, Mississippi 39205, within thirty (30) days from the date of receipt of this Cease and Desist Order. In the event such a hearing is requested, the Respondents may appear, with or without the assistance of an attorney, on a date and at a time and place to be specified and cross-examine witnesses, present testimony, evidence, and argument relating to the matters contained herein. Upon request, subpoenas may be issued for the attendance of witnesses and for the production of books and papers on the Respondents' behalf at the hearing relating to the matters contained herein. If an administrative hearing is requested, written notice of the date, time and place, will be given to all parties by certified mail, return receipt requested. Said notice will also designate a Hearing Officer. If a request for hearing is not timely filed, this Cease and Desist Order becomes final without any further action by operation of law.

## **VIII. CONSEQUENCE OF VIOLATION OF ORDER**

Respondents are advised that a violation of an Order issued by the Administrator may result in a fine of up to Twenty-Five Thousand Dollars (\$25,000.00) for each violation.



## IX. PUBLIC INTEREST

The actions taken and proposed to be taken herein by the Secretary of State are in the public interest and are consistent with the purposes set out in Miss. Code Ann. Section 75-71-101, *et seq.* (2010).

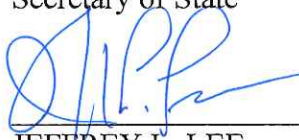
## X. RIGHT TO AMEND

The Secretary of State hereby reserves the right to amend this Cease and Desist Order for activities in violation of the Act.

ISSUED, this the 23<sup>rd</sup> day of February, 2017.

C. DELBERT HOSEMANN, JR.  
Secretary of State

BY:

  
\_\_\_\_\_  
JEFFREY L. LEE  
Senior Attorney  
Securities Division

### CERTIFICATE OF SERVICE

I, Jeffrey L. Lee, do hereby certify that I have this day, mailed a true and correct copy, via certified mail, return receipt requested, of the Cease and Desist Order to the following:

Andrew Gamber  
742 County Road 464  
Jonesboro, Arkansas 72404

SoBell Corp.  
1000 Highland Colony Parkway, Suite 5203  
Ridgeland, MS 39157

BAIC, Inc.  
c/o CSC  
211 E. 7th Street, Suite 620  
Austin, Texas 78701

Voyager Financial Group, LLC  
c/o The Company Corporation  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808

This the 23<sup>rd</sup> day of February 2017.



---

JEFFREY L. LEE  
Senior Attorney  
Securities Division  
Mississippi Secretary of State's Office

Jeffrey L. Lee, MSB# 103180  
Mississippi Secretary of State's Office  
Post Office Box 136  
Jackson, Mississippi 39205  
(601) 359-6366  
(601) 359-9050

## **COMPOSITE EXHIBIT "A"**

Order of Documents in Composite Exhibit A:

A1, Contracts for Sale of Payments of SoBell, VFG, and BAIC

A2, Purchase Applications of SoBell, VFG, and BAIC

A3, Security Agreements of SoBell, VFG, and BAIC

A4, Purchase Assistance Agreements of SoBell, VFG, and BAIC



**A1**

## CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective on the date of signing, by and between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer").

### RECITALS

WHEREAS, Seller desires to sell certain fixed payments arising from a certain structured asset once they have been distributed to and received into an account of Seller (the "Payments") as described in this Contract for Sale; and,

WHEREAS, Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to the terms and conditions of, this Contract for Sale.
2. In connection with this Contract for Sale, Seller executed a certain Sales Assistance Agreement and Security Agreement. Said agreements are incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement and Security Agreement shall have the same meaning when used herein, unless otherwise defined. Buyer also executed a Purchase Application, Purchase Assistance Agreement and a Disclosure of Risks Statement, which are also incorporated herein by reference and made a part hereof. All defined terms contained in said Purchase Application, Purchase Assistance Agreement and Disclosure of Risks Statement shall have the same meaning when used herein, unless otherwise defined.
3. The Payments that are the subject of this Contract for Sale stem from the following income source (the "Payment Source"), and are more particularly described as follows:

Source of Payments: DFAS Pension

Name of Payee/Annuitant: \_\_\_\_\_

Sales Assistance Agreement: ON FILE

Annuity Contract/Benefit Letter: ON FILE

Annuity Issuer/Pension Obligor: \_\_\_\_\_

Life Insurer (if applicable): n/a

Life Insurance Policy (if applicable): n/a

Purchase Assistance Agreement: ON FILE

Description of Payments: 60 Monthly Payments of \$695.00; Start Date: 12/15/2015; End Date: 11/15/2020

4. Payment Servicing. The servicer of the Payments shall be the Upstate Law Group, LLC, located in Easley, South Carolina (the "Escrow Company") in accordance with the following:

4.1. Seller agrees to direct that the Payments be received and serviced by the Escrow Company in an account indicated in his/her name from which the Buyer shall be paid in connection with the closing of the sale of the Payments (the "Closing") and any additional amounts received over and above the Payments sent to Seller per his/her instructions; provided, however, that the Payment

Seller \_\_\_\_\_ Buyer \_\_\_\_\_ Co-Buyer \_\_\_\_\_

Source shall remain at all times the sole property of Seller and shall remain under the sole control of Seller.

4.2. By executing this Contract for Sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

5. Consideration. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments as described above after said payment is received from the Payment Source; provided however, that the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller per Federal and/or State law.

6. Representations. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Payment Source were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Life Insurance or a third party contracts. Because the Payments are life contingent, prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy in an amount not less than the total amount of the Buyer's Purchase Price (as described in the Purchase Application) to this Contract for Sale or may be required by Buyer to purchase some other third party contract to protect Buyer's interest in this Agreement. If life insurance is to be provided, Seller shall execute a valid Collateral Assignment of said life insurance policy to the benefit of Buyer for the period of this Contract for Sale and shall undertake no efforts to interfere with the policy remaining in full force and effect for the benefit of Buyer during the period of this Contract for Sale. Furthermore, Seller shall undertake and respond to all efforts for cooperation with the Buyer and the Buyer's agents regarding the assignment and servicing of said policy, including, but not limited to, executing any documents or releases that the life insurance company may require to successfully assign said policy to Buyer and promptly forwarding any notices about the underlying insurance, including payment issues, modifications, or cancellation.

8. Escrow. Beginning at Closing, Seller shall receive the Payments at the designated escrow account at Upstate Law Group, LLC which will be created per Seller's instructions, though the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller. Prior to the closing of this transaction, Seller shall provide proof to Buyer of the designation of the Escrow Agent to receive payments from the Payment Source and shall continue to have the Payments serviced through said escrow account for the duration of the Contract.

9. Power of Attorney. Seller shall grant a Limited Durable Power of Attorney in connection with Seller's escrow agreement enabling the management of the escrow account and any Payments therein received in accordance with this agreement for the period of time covered by this agreement, according to Seller's obligation in this Contract for Sale.

10. **ACKNOWLEDGMENT OF RISK. SELLER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

10.1. SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE

Sell  Buyer \_\_\_\_\_ Co-Buyer \_\_\_\_\_



UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO SELL EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT PER THIS CONTRACT.

10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS PERSIST.

10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND EXPRESSLY AND SOLELY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE APPEARING IN THE BUYER'S DISCLOSURE OF RISKS AND SELLER'S COST DISCLOSURES.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT SOBELL CORP, THEIR DISTRIBUTORS, AGENTS, ATTORNEYS AND OTHER ENGAGED PROFESSIONALS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

11. INDEMNIFICATION. SHOULD THE SELLER, IN ANY WAY, CAUSE OR PERMIT WITHOUT CORRECTION THIS CONTRACT FOR SALE TO BE IN BREACH OR DEFAULT, SELLER CONSENTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER FOR ALL EXPENSES THE BUYER OR ITS AGENTS AND ATTORNEY MAY REASONABLY INCUR TO ENFORCE THIS CONTRACT FOR SALE, INCLUDING BUT NOT LIMITED TO LEGAL EXPENSES AND TRANSACTIONAL FEES. AS CONSIDERATION FOR THE VALUABLE SERVICES PROVIDED BY THE TRANSACTION TEAM, BOTH BUYER AND SELLER HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT AND SALES ASSISTANCE AGREEMENT, AND ITS ATTORNEYS FOR ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S), INCLUDING BUT NOT LIMITED TO THE DUTIES CONTEMPLATED BY THIS CONTRACT FOR SALE OF PAYMENTS.

12. LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT THE BUYER IS RELYING UPON SELLER'S INHERENT DUTY OF GOOD FAITH AND FAIR DEALING IN THE MAKING AND EXECUTION OF THIS CONTRACT. SELLER ALSO RECOGNIZES THAT FAILURE ON SELLER'S PART TO ABIDE BY THIS CONTRACT WILL CAUSE THE BUYER TO INCUR SUBSTANTIAL AND CONSEQUENTIAL AND ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH MAY BE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH CERTAINTY AS A BASIS FOR RECOVERY BY THE OWNER OF ACTUAL DAMAGES. ACCORDINGLY, LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE AND APPROPRIATE REMEDY FOR SAID DAMAGES. SELLER AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE BUYER AGAINST THE SELLER WITHOUT THE BUYER BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY

Sell  Buyer \_\_\_\_\_ Co-Buyer \_\_\_\_\_



REASON THEREOF. ACCORDINGLY, SELLER SHALL BE LIABLE TO THE BUYER FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT DOUBLE THE INCOME STREAM PAYMENT FOR EACH INCOME STREAM PAYMENT THAT SELLER MISDIRECTS OR PREVENTS BUYER FROM RECEIVING. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

13. REMEDIES. BY SIGNING BELOW, BOTH PARTIES CONSENT AND AGREE THAT THE APPROPRIATE REMEDY FOR ANY BREACH OF THIS CONTRACT FOR SALE IS AND SHALL BE SPECIFIC PERFORMANCE, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES AND THAT SUCH REMEDIES SHALL BE GRANTED BY ANY COURT OF LAW IN THE FORUM STATE. SUCH A REMEDY SHALL BE GRANTED THAT PLACES BOTH PARTIES IN THE EXACT POSITION THE PARTIES INTENDED TO BE IN BY MAKING THIS BARGAIN.

14. HOLDING ACCOUNT. SELLER AGREES THAT DURING ANY PERIOD OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT OVER ANY TERMS IN THIS CONTRACT, THAT A HOLDING ACCOUNT SHALL BE ESTABLISHED BY THE ESCROW COMPANY WHEREBY THE ASSET IN DISPUTE SHALL BE DEPOSITED AND KEPT UNTIL SUCH TIME AS THE DISPUTE IS RESOLVED.

15. Waiver. The parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16. Separate Parts. This agreement shall be permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

17. Governing Law. This Contract for Sale of Payments and all other parts of this transaction shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

18. Venue. The parties agree that venue for any proceeding relating to this agreement shall be in the Court of Common Pleas in Greenville County, South Carolina.

19. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or any other on bases involving claims brought in a purported representative capacity on behalf of others. Buyer and Seller each agree that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

20. Indemnification and Release. THE PARTIES TO THIS CONTRACT FOR SALE OF PAYMENTS AGREE, AS ADDITIONAL CONSIDERATION FOR THE SERVICES PERFORMED BY SOBELL CORP, THEIR AGENTS, ATTORNEYS AND ASSIGNS AND/OR THE BUYER'S AGENT'S DISTRIBUTORS, THEIR ATTORNEYS AND ASSIGNS, TO HOLD SOBELL CORP, THEIR AGENTS, ATTORNEYS AND ASSIGNS AND/OR THE BUYER'S AGENT'S DISTRIBUTORS, THEIR ATTORNEYS AND ASSIGNS INCLUDING, BUT NOT LIMITED TO THEIR OFFICERS, DIRECTORS AND ASSIGNS HARMLESS FOR ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT.

Seller  Buyer \_\_\_\_\_ Co-Buyer \_\_\_\_\_

[Redacted]

Printed Name of Seller

23 October 2015

Date

BUYER:

Signature

Printed Name of Buyer

Date

NOTARY PUBLIC ACKNOWLEDGMENT

SELLER:

STATE OF Michigan  
COUNTY OF Marquette  
on October 23, 2015 before me,  
Sue Gauthier Notary Public for  
Michigan (State), personally  
appeared [Redacted]

(Seller) personally known to me to be the person  
whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same  
in his authorized capacity, and that by his signature  
on the instrument, the person or the entity on behalf  
of which the person acted, executed the instrument.

SWORN to before me this 23 day of  
October, 2015

Sue Gauthier  
Notary Signature  
Notary Public for Marquette, MI  
My Commission Expires 9-25-2019

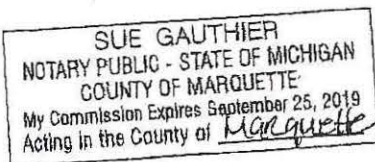
CO-BUYER:

Signature

Printed Name of Co-Buyer

Date

SEAL:



Seller [Redacted] Buyer \_\_\_\_\_ Co-Buyer \_\_\_\_\_





## CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective this 9th day of November, 20   (the "Effective Date"), by and between                      ("Seller") and                      ("Buyer").

### RECITALS

WHEREAS, Seller desires to sell certain fixed payments arising from a certain structured asset that have been distributed to and received by Seller (the "Payments") as described in this Contract for Sale; and

WHEREAS, Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to the terms and conditions of, this Contract for Sale.

2. In connection with this Contract for Sale, Seller executed that certain Sales Assistance Agreement, made effective                     , 20  . Said Sales Assistance Agreement is incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement shall have the same meaning when used herein, unless otherwise defined.

3. The Payments that are the subject of this Contract for Sale, along with the underlying asset (the "Asset"), are more particularly described as follows:

- Asset: DFAS
- Life Contingent X Yes    No
- Transaction Documents and Parties:
  - Name of Payee/Annuitant:
  - Underlying Payee Purchase Agreement: ON FILE
  - Annuity Contract/Benefit Letter: ON FILE
  - Annuity Issuer: DFAS
  - Life Insurer: Fidelity
  - Life Insurance Policy:
- Description of Payments: 72 monthly payments of \$800.00; Start 10/10/11; End: 09/10/17





4. The servicer of the Payments for Seller and Buyer shall be Security Title Agency  
(the "Escrow Company") in accordance with the following:

- o The Payments will be serviced for the Seller by the Escrow Company in connection with the closing of the sale of the Payments (the "Closing"); provided, however, that the Asset shall remain the sole property of Seller and shall remain under the control of Seller.
- o The Payments will be serviced for the Buyer by the Escrow Company in accordance with an escrow agreement to be duly executed by and between Buyer and the Escrow Company in connection with the Closing.
- o By executing this Contract for sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

• Other Miscellaneous Terms:

5. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments; provided however, that the Asset shall remain the sole property of Seller and shall remain under the control of Seller.

6. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Asset were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy with a payable on death provision in favor of Buyer in an amount not less than the total amount of the Payments sold pursuant to this Contract for Sale.

8. Beginning at Closing, Seller shall receive the Payments at a designated escrow account created in Seller's name and in effective control of Seller.

9. Seller shall grant the Escrow Company a Special Durable Power of Attorney in connection with Seller's escrow agreement enabling the Escrow Company to manage the escrow account and any Payments therein received, according to Seller's obligation in this Contract for Sale.

**10. ACKNOWLEDGMENT OF RISK. SELLER AND BUYER EXPRESSLY  
ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

**10.1 SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO ASSIGN EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT.**

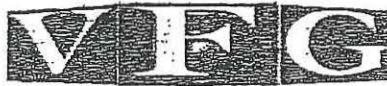


10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS EXIST.

10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND EXPRESSLY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT VFC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

*(Signatures Contained on Following Pages)*



IN WITNESS WHEREOF, the parties have executed this Contract for Sale as of the Effective Date.

|                  |   |
|------------------|---|
| <b>SELLER:</b>   | <b>BUYER:</b><br><i>If an Individual:</i>   |
| Signature _____  | Print Name(s) _____                         |
| Print Name _____ | Signature(s) of Buyer _____                 |
| Date: _____      | Signature of Co-Buyer (if applicable) _____ |
|                  | <i>If an Entity:</i><br>_____               |
|                  | Name of Entity _____                        |
|                  | By: _____                                   |
|                  | Name: _____                                 |
|                  | Title: _____                                |
|                  | Date: 10/27/11                              |



## CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective on the date of signing, by and between [REDACTED] ("Seller") and IRA [REDACTED] ("Buyer").

### RECITALS

WHEREAS Seller desires to sell certain fixed payments arising from a certain structured asset once they have been distributed to and received into an account of Seller (the "Payments") as described in this Contract for Sale; and

WHEREAS Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to, the terms and conditions of, this Contract for Sale.
2. In connection with this Contract for Sale, Seller executed a certain Sales Assistance Agreement and Security Agreement. Said agreements are incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement and Security Agreement shall have the same meaning when used herein, unless otherwise defined. Buyer also executed a Purchase Application, Purchase Assistance Agreement and a Disclosure of Risks Statement, which are also incorporated herein by reference and made a part hereof. All defined terms contained in said Purchase Application, Purchase Assistance Agreement and Disclosure of Risks Statement shall have the same meaning when used herein, unless otherwise defined.
3. The Payments that are the subject of this Contract for Sale stem from the following source (the "Payment Source") and are more particularly described as follows:

Source of Payments: VA Disability Compensation  
Name of Payee/Annuitant: [REDACTED]  
Sales Assistance Agreement: ON FILE  
Annuity Contract/Benefit Letter: ON FILE  
Annuity Issuer/Pension Obligor: VA Disability Compensation  
Life Insurer (if applicable): [REDACTED]  
Life Insurance Policy (if applicable): [REDACTED]  
Purchase Assistance Agreement: ON FILE  
Description of Payments: 24 monthly payments of \$704.93, Start 10/15/2013, End 9/15/2021

4. Payment Servicing. The servicer of the Payments shall be the Upstate Law Group, LLC, located in Easley, South Carolina (the "Escrow Company") in accordance with the following:

4.1. Seller shall direct that the Payments will be received and serviced by the Escrow Company in connection with the closing of the sale of the Payments (the "Closing"), provided, however, that the Payment Source shall remain the sole property of Seller and shall remain under the sole control of Seller.

Seller

IRA Account Owner

Page 1



4.2. By executing this Contract for Sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

5. Consideration. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments; provided however, that the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

6. Representations. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Payment Source were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Life Insurance. Prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy in an amount not less than the total amount of the Buyer's Purchase Price (as described in the Purchase Application) to this Contract for Sale. Seller shall execute a valid Collateral Assignment of said life insurance policy to the benefit of Buyer for the period of this Contract for Sale and shall undertake no efforts to interfere with the policy remaining in full force and effect for the benefit of Buyer during the period of this Contract for Sale. Furthermore, Seller shall undertake all efforts to cooperate with the Buyer and the Transaction Assistance Team regarding the assignment of said policy, including, but not limited to, executing any documents or releases that the life insurance company may require to successfully assign said policy to Buyer.

8. Escrow. Beginning at Closing, Seller shall receive the Payments at the designated escrow account at Upstate Law Group, LLC which will be created per Seller's instructions, though the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

9. Power of Attorney. Seller and Buyer shall grant a Limited Durable Power of Attorney in connection with Seller's escrow agreement enabling the management of the escrow account and any Payments therein received in accordance with this agreement for the period of time covered by this agreement, according to Seller's obligation in this Contract for Sale.

**10. ACKNOWLEDGMENT OF RISK: SELLER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

**10.1. SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO SELL EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT.**

**10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPEKMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS PERSIST.**

**10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER KNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND**

Seller

IRA Account Owner

Page 2



EXPRESSLY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE APPEARING IN THE DISCLOSURE OF RISKS.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS USED AND DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT, ITS AGENTS, ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

11. INDEMNIFICATION. SHOULD THE SELLER, IN ANY WAY, CAUSE THIS CONTRACT FOR SALE TO BE IN BREACH OR DEFAULT, SELLER CONSENTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER FOR ALL EXPENSES THE BUYER OR ITS AGENTS AND ATTORNEY MAY REASONABLY INCUR TO ENFORCE THIS CONTRACT FOR SALE, INCLUDING BUT NOT LIMITED TO LEGAL EXPENSES AND TRANSACTIONAL FEES. AS CONSIDERATION FOR THE VALUABLE SERVICES PROVIDED BY THE TRANSACTION TEAM, BUYER AND SELLER HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT AND SALES ASSISTANCE AGREEMENT, AND ITS ATTORNEYS FOR ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE OF PAYMENTS.

12. LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT THE BUYER IS RELYING UPON SELLER'S INHERENT DUTY OF GOOD FAITH AND FAIR DEALING IN THE MAKING AND EXECUTION OF THIS CONTRACT. SELLER ALSO RECOGNIZES THAT FAILURE ON SELLER'S PART TO ABIDE BY THIS CONTRACT WILL CAUSE THE BUYER TO INCUR SUBSTANTIAL AND CONSEQUENTIAL AND ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH MAY BE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH CERTAINTY AS A BASIS FOR RECOVERY BY THE OWNER OF ACTUAL DAMAGES. ACCORDINGLY, LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE AND APPROPRIATE REMEDY FOR SAID DAMAGES. SELLER AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE BUYER AGAINST THE SELLER WITHOUT THE BUYER BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY REASON THEREOF. ACCORDINGLY, SELLER SHALL BE LIABLE TO THE BUYER FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT DOUBLE THE INCOME STREAM PAYMENT FOR EACH INCOME STREAM PAYMENT THAT SELLER MISDIRECTS OR PREVENTS BUYER FROM RECEIVING. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

13. REMEDIES. BY SIGNING BELOW, BOTH PARTIES CONSENT AND AGREE THAT THE APPROPRIATE REMEDY FOR ANY BREACH OF THIS CONTRACT FOR SALE IS AND SHALL BE SPECIFIC PERFORMANCE, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES AND THAT SUCH REMEDIES SHALL BE GRANTED BY ANY COURT OF LAW IN THE FORUM STATE. SUCH A REMEDY SHALL BE GRANTED THAT PLACES BOTH PARTIES IN THE EXACT POSITION THE PARTIES

Seller

IRA Account Owner

Page 3



INTENDED TO BE IN BY MAKING THIS BARGAIN.

14. HOLDING ACCOUNT. SELLER AGREES THAT DURING ANY PERIOD OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT OVER ANY TERMS IN THIS CONTRACT, THAT A HOLDING ACCOUNT SHALL BE ESTABLISHED BY THE ESCROW COMPANY WHEREBY THE ASSET IN DISPUTE SHALL BE DEPOSITED AND KEPT UNTIL SUCH TIME AS THE DISPUTE IS RESOLVED.

15. Waiver. The parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16. Separate Parts. This agreement shall be permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

17. Governing Law. This Contract for Sale of Payments and all other parts of this transaction shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

18. Venue. The parties agree that venue for any proceeding relating to this agreement shall be in the Court of Common Pleas in Greenville County, South Carolina.

19. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or any other on bases involving claims brought in a purported representative capacity on behalf of others. Buyer and Seller each agree that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

20. Indemnification and Release. THE PARTIES TO THIS CONTRACT FOR SALE OF PAYMENTS AGREE AS ADDITIONAL CONSIDERATION FOR THE SERVICES PERFORMED BY THE TRANSACTION ASSISTANCE TEAM, TO HOLD THE TRANSACTION ASSISTANCE TEAM AND ITS ATTORNEYS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS HARMLESS FOR ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT.

[SIGNATURES ON FOLLOWING PAGE]



Signature

Printed Name of Seller

Date

9/10/14

IRA ACCOUNT OWNER:

Signature

Printed Name of IRA Account Owner

Date

**NOTARY PUBLIC ACKNOWLEDGMENT**

**SELLER:**

STATE OF LOUISIANA

PARISH COUNTY OF CALCASIEU

On SEPT 10, 2014, before me,  
ETHEL S. CHASSON Notary Public for  
LOUISIANA (State), personally  
appeared [REDACTED]

(Seller) personally known to me to be the person  
whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same  
in his authorized capacity, and that by his signature  
on the instrument, the person or the entity on behalf  
of which the person acted, executed the instrument.

SWORN to before me this 10th day of  
SEPT, 2014

Ethel S. Chasson  
Notary Signature

Notary Public for LOUISIANA  
My Commission Expires LIFE

**IRA Custodian:**

Signature

Printed Name of IRA Custodian

Date

Sell

IRA Account Owner

Page 5



## CONTRACT FOR SALE OF PAYMENTS

This Contract for Sale of Payments ("Contract for Sale") is made effective on the date of signing, by and between [REDACTED] ("Seller") and IRA Provident Trust Group FBO: [REDACTED] ("Buyer").

### RECITALS

WHEREAS, Seller desires to sell certain fixed payments arising from a certain structured asset once they have been distributed to and received into an account of Seller (the "Payments") as described in this Contract for Sale; and,

WHEREAS, Buyer desires to purchase the Payments in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the Payments in accordance with, and subject to the terms and conditions of, this Contract for Sale.
2. In connection with this Contract for Sale, Seller executed a certain Sales Assistance Agreement and Security Agreement. Said agreements are incorporated herein by reference and made a part hereof, and all defined terms contained in said Sales Assistance Agreement and Security Agreement shall have the same meaning when used herein, unless otherwise defined. Buyer also executed a Purchase Application, Purchase Assistance Agreement and a Disclosure of Risks Statement, which are also incorporated herein by reference and made a part hereof. All defined terms contained in said Purchase Application, Purchase Assistance Agreement and Disclosure of Risks Statement shall have the same meaning when used herein, unless otherwise defined.
3. The Payments that are the subject of this Contract for Sale stem from the following source (the "Payment Source"), and are more particularly described as follows:

Source of Payments: VA Disability Compensation

Name of Payee/Annuitant: [REDACTED]

Sales Assistance Agreement: ON FILE

Annuity Contract/Benefit Letter: ON FILE

Annuity Issuer/Pension Obligor: VA Disability Compensation

Life Insurer (if applicable): Fidelity

Life Insurance Policy (if applicable): 0100519469

Purchase Assistance Agreement: ON FILE

Description of Payments: 84 monthly payments of \$704.43; Start: 10/15/2014; End: 9/15/2021

4. Payment Servicing. The servicer of the Payments shall be the Upstate Law Group, LLC, located inasley, South Carolina (the "Escrow Company") in accordance with the following:

4.1. Seller shall direct that the Payments will be received and serviced by the Escrow Company in connection with the closing of the sale of the Payments (the "Closing"); provided, however, that the Payment Source shall remain the sole property of Seller and shall remain under the sole control of Seller.

Seller \_\_\_\_\_

IRA Account Owner [REDACTED]

Page 1



4.2. By executing this Contract for Sale, Seller and Buyer acknowledge receipt of the respective escrow agreements to be executed by each and confirm their agreement to the terms of same, relative to the servicing of the Payments.

5. Consideration. For the consideration described in the Sales Assistance Agreement, Seller shall transfer and sell to Buyer at Closing one hundred percent (100%) of Seller's right, title, and interest in and to the Payments; provided however, that the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

6. Representations. Seller represents and warrants that, to the best of Seller's knowledge, all statements and information contained within the Sales Assistance Agreement concerning the Payments and the Payment Source were true as of the date of the Sales Assistance Agreement and have continuously remained true and correct in all respects through the date of this Contract for Sale, and further shall remain true and correct through the Closing.

7. Life Insurance. Prior to Closing and continuing through the terms of this Contract for Sale, Seller shall acquire and maintain a valid life insurance policy in an amount not less than the total amount of the Buyer's Purchase Price (as described in the Purchase Application) to this Contract for Sale. Seller shall execute a valid Collateral Assignment of said life insurance policy to the benefit of Buyer for the period of this Contract for Sale and shall undertake no efforts to interfere with the policy remaining in full force and effect for the benefit of Buyer during the period of this Contract for Sale. Furthermore, Seller shall undertake all efforts to cooperate with the Buyer and the Transaction Assistance Team regarding the assignment of said policy, including, but not limited to, executing any documents or releases that the life insurance company may require to successfully assign said policy to Buyer.

8. Escrow. Beginning at Closing, Seller shall receive the Payments at the designated escrow account at Upstate Law Group, LLC which will be created per Seller's instructions, though the Payment Source and underlying asset shall remain the sole property of Seller and shall remain under the control of Seller.

9. Power of Attorney. Seller and Buyer shall grant a Limited Durable Power of Attorney in connection with Seller's escrow agreement enabling the management of the escrow account and any Payments therein received in accordance with this agreement for the period of time covered by this agreement, according to Seller's obligation in this Contract for Sale.

**10. ACKNOWLEDGMENT OF RISK. SELLER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

**10.1. SELLER INTENDS TO ACTUALLY RECEIVE DISBURSEMENT OF EVERY PAYMENT DESCRIBED UNDER THIS CONTRACT FOR SALE, SELLER SHALL RETAIN AT ALL TIMES COMPLETE CONTROL OVER THE PAYMENTS AND THE UNDERLYING ASSET DESCRIBED HEREIN, AND SELLER INTENDS TO SELL EVERY PAYMENT DESCRIBED HEREIN TO BUYER AFTER ACTUAL RECEIPT OF DISBURSEMENT.**

**10.2. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS PERSIST.**

**10.3. BY EXECUTING THIS CONTRACT FOR SALE, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER AND SELLER ARE AWARE OF AND**

Seller \_\_\_\_\_

IRA Account Owner \_\_\_\_\_

Page 2



EXPRESSLY ACCEPT ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE APPEARING IN THE DISCLOSURE OF RISKS.

10.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS USED AND DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT, ITS AGENTS, ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

11. INDEMNIFICATION. SHOULD THE SELLER, IN ANY WAY, CAUSE THIS CONTRACT FOR SALE TO BE IN BREACH OR DEFAULT, SELLER CONSENTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER FOR ALL EXPENSES THE BUYER OR ITS AGENTS AND ATTORNEY MAY REASONABLY INCUR TO ENFORCE THIS CONTRACT FOR SALE, INCLUDING BUT NOT LIMITED TO LEGAL EXPENSES AND TRANSACTIONAL FEES. AS CONSIDERATION FOR THE VALUABLE SERVICES PROVIDED BY THE TRANSACTION TEAM, BUYER AND SELLER HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE TRANSACTION ASSISTANCE TEAM, AS THAT TERM IS DEFINED IN THE PURCHASE ASSISTANCE AGREEMENT AND SALES ASSISTANCE AGREEMENT, AND ITS ATTORNEYS FOR ANY AND ALL CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT FOR SALE OF PAYMENTS.

12. LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT THE BUYER IS RELYING UPON SELLER'S INHERENT DUTY OF GOOD FAITH AND FAIR DEALING IN THE MAKING AND EXECUTION OF THIS CONTRACT. SELLER ALSO RECOGNIZES THAT FAILURE ON SELLER'S PART TO ABIDE BY THIS CONTRACT WILL CAUSE THE BUYER TO INCUR SUBSTANTIAL AND CONSEQUENTIAL AND ECONOMIC DAMAGES AND LOSSES OF TYPES AND IN AMOUNTS WHICH MAY BE IMPOSSIBLE TO COMPUTE AND ASCERTAIN WITH CERTAINTY AS A BASIS FOR RECOVERY BY THE OWNER OF ACTUAL DAMAGES. ACCORDINGLY, LIQUIDATED DAMAGES REPRESENT A FAIR, REASONABLE AND APPROPRIATE REMEDY FOR SAID DAMAGES. SELLER AGREES THAT LIQUIDATED DAMAGES MAY BE ASSESSED AND RECOVERED BY THE BUYER AGAINST THE SELLER WITHOUT THE BUYER BEING REQUIRED TO PRESENT ANY EVIDENCE OF THE AMOUNT OR CHARACTER OF ACTUAL DAMAGES SUSTAINED BY REASON THEREOF. ACCORDINGLY, SELLER SHALL BE LIABLE TO THE BUYER FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT DOUBLE THE INCOME STREAM PAYMENT FOR EACH INCOME STREAM PAYMENT THAT SELLER MISDIRECTS OR PREVENTS BUYER FROM RECEIVING. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

13. REMEDIES. BY SIGNING BELOW, BOTH PARTIES CONSENT AND AGREE THAT THE APPROPRIATE REMEDY FOR ANY BREACH OF THIS CONTRACT FOR SALE IS AND SHALL BE SPECIFIC PERFORMANCE, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES AND THAT SUCH REMEDIES SHALL BE GRANTED BY ANY COURT OF LAW IN THE FORUM STATE. SUCH A REMEDY SHALL BE GRANTED THAT PLACES BOTH PARTIES IN THE EXACT POSITION THE PARTIES

Seller \_\_\_\_\_

IRA Account Owner \_\_\_\_\_

Page 3



INTENDED TO BE IN BY MAKING THIS BARGAIN.

**14. HOLDING ACCOUNT.** SELLER AGREES THAT DURING ANY PERIOD OF DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT OVER ANY TERMS IN THIS CONTRACT, THAT A HOLDING ACCOUNT SHALL BE ESTABLISHED BY THE ESCROW COMPANY WHEREBY THE ASSET IN DISPUTE SHALL BE DEPOSITED AND KEPT UNTIL SUCH TIME AS THE DISPUTE IS RESOLVED.

**15. Waiver.** The parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

**16. Separate Parts.** This agreement shall be permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

**17. Governing Law.** This Contract for Sale of Payments and all other parts of this transaction shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

**18. Venue.** The parties agree that venue for any proceeding relating to this agreement shall be in the Court of Common Pleas in Greenville County, South Carolina.

**19. Class Action Waiver.** Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or any other on bases involving claims brought in a purported representative capacity on behalf of others. Buyer and Seller each agree that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

**20. Indemnification and Release.** THE PARTIES TO THIS CONTRACT FOR SALE OF PAYMENTS AGREE, AS ADDITIONAL CONSIDERATION FOR THE SERVICES PERFORMED BY THE TRANSACTION ASSISTANCE TEAM, TO HOLD THE TRANSACTION ASSISTANCE TEAM AND ITS ATTORNEYS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS HARMLESS FOR ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED BY THIS CONTRACT.

[SIGNATURES ON FOLLOWING PAGE]



SELLER:

Signature

Printed Name of Seller

Date

IRA ACCOUNT OWNER:

Signature

Printed Name of IRA Account Owner

Date

NOTARY PUBLIC ACKNOWLEDGMENT

SELLER:

STATE OF

Nevada

COUNTY OF

Clark

On September 12, 2014, before me, Suzanne P. Archer, Notary Public for Nevada (State), personally appeared [redacted] (Seller) personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

IRA Custodian:

Signature

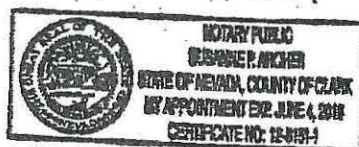
Printed Name of IRA Custodian

Date

SWORN to before me this 12 day of September, 2014.

Suzanne P. Archer  
Notary Signature

Notary Public for State of Nevada  
My Commission Expires 6/4/2016



Seller

IRA Account Owner

Page 5

**A2**

3220

## PURCHASE APPLICATION

The "Payments" to be purchased pursuant to this Purchase Application are described as follows:

Provider/Obligor: DFAS Invoice Number: SBC3220  
Payment Period: 60 monthly payments Purchase Price: \$35,279.36  
Start Date: 12/15/2015 Aggregate Value: \$41,700.00  
End Date: 11/15/2020 Effective Rate of Return: 7.000%  
Payment Amount: \$695.00 Distribution Channel: Financial Product Distributors, LLC

## BUYER'S INFORMATION

Social Security or EIN: [REDACTED]

Name: [REDACTED]

Mailing Address: [REDACTED]

Phone Numbers: [REDACTED]

Email Address: [REDACTED]

☒ By initialing here, I confirm that the address above is the Buyer's current mailing address.

*PLEASE BE ADVISED: If the above referenced case is being held inside of a custodial IRA please make sure the custodial IRA is set up prior to submission to ensure proper titling. Here is an example of proper titling for purchases being held inside of a custodial IRA: (Name of Custodial IRA company) FBO (Client's Name).*

*You MUST complete the Buyers information using the custodial IRA titling.*

A purchase of Payments is only suitable for persons who have adequate financial means and who will not need immediate liquidity from this asset. There is no public market for this asset, and we cannot assure you that one will develop, which means that it may be difficult for you to sell your asset.

Buyer acknowledges and agrees that SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor are not providing, and do not provide, any legal, tax, financial, or other advice of any nature to Buyer regarding this transaction. Buyer is strongly recommended to consult his/her own professional advisor(s) regarding these matters.

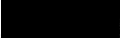
Buyer acknowledges that certain administrative fees (the "Fees") shall be included in the Purchase Price in order to affect the required transfers. Buyers who have a registered IRA, Keogh, or Qualified Pension Plan may be eligible to purchase this asset through one of their qualified accounts. Neither SoBell Corp, its distributors, or other engaged professionals engaged by Buyer's agent/advisor nor their affiliates or agents make any representations or assume any responsibility or liability to the account custodian, participants, Buyer, or beneficiaries thereof as to the tax ramifications of any such purchase, the suitability or eligibility of such purchase under the respective qualified account or plan, or that such purchase comports with Internal Revenue Service or other governmental rules and regulations pertaining to such accounts there under. A separate Direction of Investment form or similar documentation from the IRA Custodian is required for purchase through these types of accounts.



### LIFE CONTINGENCY


I understand that because the Payments may be life contingent, that I may require the Seller to acquire a life insurance policy and have it be collaterally assigned to me to secure the Payments. Conversely, I may wish to enter into a contract of my own choosing to address the failure of the payment stream.

I understand that there are different methods of addressing the risk pertaining to life contingent payments. Among those methods are: (1) requiring the Seller to purchase a life insurance policy and allowing my Escrow Agent to facilitate the payment of life insurance premiums for the Seller wherein they would hold the full amount of the premiums and ensure the payments are made or (2) I may wish to enter into a separate contract of my own choosing to address the failure of the payment stream or (3) I may simply bear the risk.


 By initialing here, I am requiring Seller to have a life insurance policy and for the payment of the premiums on the collaterally assigned life insurance policy to be facilitated by my escrow agent or I am choosing to enter into a separate contract of my own choosing to address the failure of the payment stream.


\_\_\_\_\_ By initialing here, I am knowingly declining these risk reduction methods, including having life insurance on the seller and the insurance premiums facilitated by the Escrow Agent or to purchase a separate contract of my own to address the failure of the income stream.

PLEASE INDICATE YOUR CHOICE ABOVE. If you choose this coverage, it will be included in the Purchase Price and Effective Rate of Return information provided on page 1 of this Purchase Application. Please ask your Agent/Advisor. Evidence of this will be provided to you subsequent to closing of the purchase of the Payments.


Buyer Signature: 


Date: 10/27/15


Print Name: 

Co-Buyer Signature (if applicable): 

Date: 10/27/15

Print Name: 

Agent Signature: 

Print Name: 



### STRUCTURED CASH FLOW PURCHASE APPLICATION

Provider/Obligor: US Marine Pension-LC Invoice Number: [REDACTED]  
Payment Period: 72 Months Purchase Price: \$ 46,589.54  
Start Date: October 10, 2011 Aggregate Value: \$ 57,600.00  
End Date: September 10, 2017 Effective Rate of Return: 7.5%  
Payment Amount: \$ 800.00 Distribution Channel: ICSI

### PURCHASER'S INFORMATION

Social Security or EIN: [REDACTED]  
Name\*: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Numbers: [REDACTED]  
Email Address: [REDACTED]



By checking here, I confirm that the address above is the Purchaser's mailing address

**\*PLEASE BE ADVISED:** If the above referenced case is being held inside of a custodial IRA, please make sure the custodial IRA ACCOUNT is set up prior to submission to ensure proper titling. Here is an example of proper titling for purchases being held inside of a custodial IRA: (Name of Custodial IRA company) FBO (Client's Name). You MUST complete the Buyers information using the custodial IRA's information.

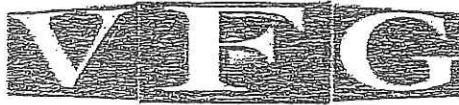
A purchase of a Structured Cash Flow is only suitable for persons who have the adequate financial means and who will not need immediate liquidity from this asset. There is no public market for this asset, and we cannot assure you that one will develop, which means that it may be difficult for you to sell your asset.

Purchaser acknowledges that Voyager Financial Group ("VFG") is not providing, and does not provide, any legal, tax, financial, or other advice of any nature and recommends that Purchaser consults their own professional advisor(s).

Purchaser acknowledges that certain administrative fees (the "Fees") shall be included in the Purchase Price in order to effect the required transfers. Purchaser acknowledges that any Fees shall be reimbursed in their entirety to Purchaser in the event that the transfer does not take place within ninety (90) days.

Once Purchaser has signed and dated this Purchase Request and has received the Closing Documents, Purchaser is entitled to a three (3) day right of rescission, which allows Purchaser to cancel this Purchase Request and receive a full refund (if any funds have been paid), including any Fees. Notice must be given in writing and received at the VFG Corporate Headquarters within a three (3) day period. VFG will accept a fax or email attachment. After three (3) days, no refunds will be issued.





Purchasers who have a registered IRA, Keogh, or Qualified Pension Plan may be eligible to purchase this asset through one of their qualified accounts. Neither VFG nor its Affiliates or Agents make any representations or assume any responsibility or liability to the account custodian, participants, Purchasers, or beneficiaries thereof as to the tax ramifications of said Purchase, the suitability or eligibility of such purchase under the respective qualified account or plan, or that such purchase comports with Internal Revenue Service or other governmental rules and regulations pertaining to such accounts thereunder. A separate Direction of Investment form or similar documentation from the IRA Custodian is required for purchase through these types of accounts.

#### LIFE CONTINGENCY

I understand that a structured cash flow contract, which may be life contingent, requires a life insurance policy on the Seller, to be collaterally assigned to the Purchaser to secure the benefits contract and ensure that all parties receive the contractual benefits. To that end, I understand that there are different methods of paying the life insurance premiums. Among those methods are: (1) allowing VFG to facilitate the payments of premiums using an escrow company of VFG's choice to hold the full amount of the premiums and ensure the payments are made, or by any other method that VFG sees fit to use, and (2) allowing the Seller to maintain the premiums.

Please carefully read the following and check the appropriate box below:



By checking this box I am requiring payment of the premiums on the collaterally assigned life insurance policy to be facilitated by VFG and serviced by the escrow company. I understand that the cost directly related to this service must be determined on a case by case basis and may reduce the rate at which this purchase takes place.



By checking this box below, I am knowingly declining to have the insurance premiums facilitated by VFG through an Escrow Company and relying on the Seller to pay the life insurance premiums and keep the policy in effect. In the event the Seller allows the policy to lapse, the Purchaser will be solely responsible for the contractual obligations related to this breach.

#### TWO-YEAR CONTESTABILITY WRAPPER

I understand that a structured cash flow contract, which may be life contingent, requires a life insurance policy on the Seller, to be collaterally assigned to the Purchaser to secure the benefits contract and ensure that all parties receive the contractual benefits. To that end, I understand that newly issued life insurance policies provide for a two (2) year contestability period in which the insurance company may deny a claim on the basis of the insured's intent to defraud the insurance company; these scenarios include, but are not limited to, suicide of the insured within the first two years of the policy's effective date. To remove this risk, VFG has made available for purchase, through Lloyd's of London, an insurance wrapper for this two-year contestability period.



By checking this box, I am opting to purchase the two-year contestability wrapper for the current rate at the time of this purchase application. This price will be communicated to the Purchaser before the two-year wrapper is purchased so that the Purchaser may make an informed decision.



By checking this box, I am knowingly declining the two-year contestability wrapper which exposes this purchase to the risk mentioned above.

Purchaser Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 10/25/11

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 10/25/11

Agent: DLSI

## PURCHASE APPLICATION

The "Payments" to be purchased pursuant to this Purchase Application are described as follows:

|                   |                      |                           |                    |
|-------------------|----------------------|---------------------------|--------------------|
| Provider/Obligor: | <u>VA Disability</u> | Invoice Number:           | <u>BAIC 3764</u>   |
| Payment Period:   | <u>84 months</u>     | Purchase Price:           | <u>\$47,000.28</u> |
| Start Date:       | <u>10/15/14</u>      | Aggregate Value:          | <u>\$59,172.12</u> |
| End Date:         | <u>9/15/21</u>       | Effective Rate of Return: | <u>1.1%</u>        |
| Payment Amount:   | <u>\$704.43</u>      | Distribution Channel:     | <u>SMI</u>         |

## BUYER'S INFORMATION

Social Security or EIN: [REDACTED]

Name: [REDACTED]

Mailing Address: [REDACTED]

Phone Numbers: [REDACTED]

Email Address: [REDACTED]

By indicating here, I confirm that the address above is the Buyer's current mailing address

**PLEASE BE ADVISED:** If the above referenced asset is being held inside of a custodial IRA please make sure the custodial IRA is set up prior to submission to ensure proper titling. Here is an example of proper titling for purchases being held inside of a custodial IRA: (Name of Custodial IRA company) FNO of Client Name

You **MUST** complete the Buyers information using the custodial IRA titling.

A purchase of Payments is only suitable for persons who have adequate financial means and who will not need immediate liquidity from this asset. There is no public market for this asset, and we cannot assure you that one will develop, which means that it may be difficult for you to sell your asset.

Buyer acknowledges and agrees that Transaction Assistance Team is not providing, and does not provide, any legal, tax, financial, or other advice of any nature and recommends that Buyer consult his/her own professional advisor(s).

Buyer acknowledges that certain administrative fees (the "Fees") shall be included in the Purchase Price in order to affect the required transfers.

Buyers who have a registered IRA, Keogh, or Qualified Pension Plan may be eligible to purchase this asset through one of their qualified accounts. Neither Transaction Assistance Team nor its affiliates or agents make any representations or assume any responsibility or liability to the account custodian, participants, Buyers, or beneficiaries thereof as to the tax ramifications of any such purchase, the suitability or eligibility of such purchase under the respective qualified account or plan, or that such purchase complies with Internal Revenue Service or other governmental rules and regulations pertaining to such accounts there under. A separate Declaration of Investment form or similar documentation from the IRA Custodian is required for purchase through these types of accounts.



### LIFE CONTINGENCY

I understand that the purchase of Payments, which may be life contingent, requires the Seller to acquire a life insurance policy on the Seller to be collateralized assigned to the Buyer to secure the Payments. To that end, I understand that there are different methods of paying the life insurance premiums. Among those methods are: (1) allowing Transaction Assistance Team to facilitate the payment of premiums using an escrow company of Transaction Assistance Team's choice to hold the full amount of the premium and ensure the payments are made, or by any other method that Transaction Assistance Team sees fit to use including purchasing a Single Premium Immediate Annuity for the policy; and (2) allowing the Seller to maintain the premiums.

☒ By initialing this box I am requiring payment of the premiums on the collateralized life insurance policy to be facilitated by Transaction Assistance Team. I understand that the cost directly related to this service must be determined on a case by case basis and may reduce the rate at which this purchase takes place.

☐ By initialing this box, I am knowingly declining to have the insurance premiums facilitated by Transaction Assistance Team, and am relying on the Seller to pay the life insurance premiums and keep the policy in effect. In the event the Seller allows the policy to lapse, I will be solely responsible for the contractual obligations related to this breach.

PLEASE INDICATE YOUR CHOICE TO REQUIRE PAYMENT OF THE PREMIUMS ON THE COLLATERALLY ASSIGNED LIFE INSURANCE POLICY TO BE FACILITATED BY THE TRANSACTION ASSISTANCE TEAM OR NOT BY INITIALING ONE OF THE TWO BOXES ABOVE. The cost of this coverage may already be included in the Purchase Price and Effective Rate of Return information provided on page 1 of this Purchase Application. Please ask your Agent. Evidence of this will be provided to you subsequent to closing of the purchase of the Payments.

Provident Trust Group

FBO, [REDACTED]

TRA # [REDACTED]

ETN [REDACTED]

TRA Signature Please Sign Here

I have reviewed this application and hereby authorize the Transaction Assistance Team to execute the agreement on behalf of my TRA.

[REDACTED]  
Authorized Signatory for Provident Trust Group  
(On Behalf of Client)

Date

5/23/14

A3



## SECURITY AGREEMENT

The undersigned \_\_\_\_\_, ("Seller/Debtor"), of \_\_\_\_\_ (Seller/Debtor's Address for notice), hereby agrees and grants to and in favor of (the "Secured Party") \_\_\_\_\_ (Buyer) of \_\_\_\_\_ (Secured Party's Address for Notice), security interest as follows:

1. In consideration of the lump sum advances made by the Secured Party to Seller/Debtor, directly or indirectly, as principal, guarantor or otherwise, Seller/Debtor hereby grants and assigns to Secured Party a continuing security interest in, lien upon, and a right of set-off against, all of Seller/Debtor's right, title, and interest in and to the Collateral referred to in Paragraph 2 and defined in "Exhibit A" hereof, to secure the prompt payment, performance, and observance of all indebtedness, obligations, liabilities, and agreements of any kind of Seller/Debtor to the Secured Party, however evidenced, arising under or in connection with the Agreement executed by Seller/Debtor in the principal amount of \$ 695.00 monthly for a term in accordance with the Agreement which is incorporated herein by reference and attached as "Exhibit B," and the prompt performance and observance of all other obligations of Seller/Debtor to Secured Party. (All of the foregoing being herein referred to as the "Obligations").
2. The "Collateral" is defined as an account receivable, more fully described in "Exhibit A" hereto. By these premises Seller/Debtor agrees and consents to the pledge of the Collateral as security for the Agreement.
3. Seller/Debtor warrants, represents and covenants that:
  - (a) the state, or commonwealth, where Seller/Debtor resides and the books and records relating to the Collateral is Michigan;
  - (b) except for those in favor of Secured Party, the Collateral is now, and at all times, will be subject to the right of Seller/Debtor to receive free and clear of all liens, security interests, claims, and encumbrances except as otherwise authorized in this Security Document. Should Seller move out of said State during the term of the Contract for Sale of Payments, Seller agrees that s/he shall promptly notify the Escrow Company of the same and agrees that a UCC filing shall be authorized to be made in any subsequent state that Seller shall move to.
  - (c) the Seller/Debtor will not assign, sell, lease, transfer, or otherwise dispose of or abandon, nor will Seller/Debtor suffer or permit any of the same to occur with respect to, the Collateral, and the inclusion of "proceeds" of the Collateral under the security interest granted herein shall not be deemed a consent by Secured Party to any sale or other disposition of any Collateral;
  - (d) at any time and from time to time, Seller/Debtor at its sole cost and expense will execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC") as enacted in the state, or commonwealth, of Michigan (Seller/Debtor's State), applications for certificate of title and other papers, documents, or instruments as may be reasonably requested by Secured Party in connection with this Security Agreement and to the extent permitted by applicable law, the Seller/Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements, including a UCC-1, in any state that Seller may live;

- (e) Seller/Debtor assumes all responsibility and liability arising from the use, by Seller/Debtor, of the Collateral;
  - (f) after the occurrence and during the continuation of a Default, any proceeds of the Collateral received by the Seller/Debtor shall not be commingled with other property of the Seller/Debtor, but shall be segregated, held by the Seller/Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the obligations, whether or not due and in any order.
4. For purposes of this Security Agreement, "Default" shall be defined herein as, but not limited to:
- (a) the failure of Seller/Debtor, whether willful or not, to comply with any covenant, affirmative or negative, securing the Agreement to Secured Party;
  - (b) interference with, interruption of, or diminishment of, or allowing or causing any third party to interfere with, interrupt, or diminish, the cash flow as designated in the Agreement to the Secured Party, unless specifically authorized by Secured Party in writing
  - (c) or any other default under any such other documents.
5. After the occurrence and during the continuation of any Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC or otherwise (whether at law or in equity), all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:
- (a) Secured Party may, with or without judicial process or the aid and assistance of others to the extent permitted by applicable law,
    - (i) require Seller/Debtor to assemble and make available to Secured Party at the expense of the Seller/Debtor, any part or all of the Collateral.
    - (ii) remove any part or all of the Collateral from any account or premises for the purpose of disposition thereof.
  - (b) Secured Party may at any time and from time to time during the continuance of a Default, appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party without notice to Seller/Debtor and in such manner as Secured Party may in its discretion determine.
6. Seller/Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorneys-in-fact of the Seller/Debtor, irrevocably and with power of substitution, with authority, after the occurrence and during the continuation of a Default, and upon reasonable notice to Seller/Debtor of the existence of such Default, to adjust and compromise any claims under insurance policies or otherwise. All acts done under the foregoing authorization (except those which constitute gross negligence or willful misconduct by Secured Party) are hereby ratified and approved, and neither Secured Party, nor any designee or agent thereof, shall be liable for any



acts of commission or omission, for any error of judgment or for any mistake of fact or law except for any of the foregoing arising solely from the gross negligence or willful misconduct of Secured Party. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid and shall terminate upon all Obligations being satisfied.

7. Seller/Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto other than those arising solely from the gross negligence or willful misconduct of Secured Party, and Seller/Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands.
8. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection on the Obligation constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover under the Obligation shall not be deemed a waiver of or bar against subsequent proceedings by Secured Party with respect to any other outstanding Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy which it may have shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Seller/Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as may be expressly provided herein).
9. The Seller/Debtor hereby irrevocably consents to the personal jurisdiction and venue of the Greenville County Circuit Court of the State of South Carolina in connection with any action or proceeding arising out of or relating to this Security Agreement or the Collateral, or any document or instrument delivered with respect to the Obligation. Seller/Debtor waives the defenses of *forum non conveniens* and improper venue. Upon the performance by Seller/Debtor in full of its entire Obligation, the security interest created hereunder shall terminate and all rights to the Collateral shall revert to Seller/Debtor.
10. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by Seller/Debtor. This Security Agreement and the Obligations shall be governed in all respects by the laws of the State of South Carolina applicable to contracts executed and to be performed in part or in whole in such state. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Seller/Debtor acknowledges receipt of a copy of this Security Agreement.

**THIS SECURITY AGREEMENT** is in addition to, and not in lieu, replacement, or substitution of, any and all prior agreements from Seller/Debtor to Secured Party.

EXHIBIT A - DESCRIPTION OF COLLATERAL

The Collateral is an account receivable from [REDACTED] (Seller) to [REDACTED] (Buyer) as more fully described in the Agreement and/or the UCC, both of which are incorporated herein. The security interest in this collateral attaches after any funds have been disbursed from DFAS Pension to Seller/Debtor and immediately upon receipt of the Seller/Debtor of these specific funds in any form, fashion, account, or location; and after the funds have left the purview of any ERISA regulated organization. This Security Agreement specifically allows the Buyer a security interest in any and all banking or financial accounts of which I am account holder or beneficiary.

IN WITNESS WHEREOF, the parties have executed this Security Agreement

WITNESS:

Witness #1 Signature [REDACTED]

Witness #1 Printed Name [REDACTED]

[REDACTED] Seller/Beneficiary

\*\*\*\*\*

STATE OF Michigan

COUNTY OF Marquette

ACKNOWLEDGEMENT

On 10/15, 2015, before me, Paul Saari, Notary Public for Michigan, personally appeared [REDACTED], personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

SWORN to before me this 23rd day of October, 2016.

Paul Saari (SEAL)  
Notary Public for Michigan

My Commission Expires: 10/13/17

PAUL SAARI  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MARQUETTE  
My Commission Expires October 13, 2017  
Acting in the County of Marquette



## SECURITY AGREEMENT

The undersigned \_\_\_\_\_  
("Seller/Debtor"), of \_\_\_\_\_  
(Seller/Debtor's Address for notice), hereby agrees and grants to and in favor of \_\_\_\_\_  
(the "Secured Party") of \_\_\_\_\_  
(Secured Party's Address for Notice), security interest as follows:

1. In consideration of advances by the Secured Party to Seller/Debtor, directly or indirectly, as principal, guarantor or otherwise, Seller/Debtor hereby grants and assigns to Secured Party a continuing security interest in, lien upon, and a right of set-off against, all of Seller/Debtor's right, title, and interest in and to the Collateral referred to in Paragraph 2 and defined in "Exhibit A" hereof, to secure the prompt payment, performance, and observance of all indebtedness, obligations, liabilities, and agreements of any kind of Seller/Debtor to the Secured Party, however evidenced, arising under or in connection with the Agreement executed by Seller/Debtor in the principal amount of \$ 800.00 monthly for a term in accordance with the Agreement which is incorporated herein by reference and attached as "Exhibit B," and the prompt performance and observance of all other obligations of Seller/Debtor to Secured Party. (All of the foregoing being herein referred to as the "Obligations").

2. The "Collateral" is defined as an account receivable, more fully described in Exhibit "A" hereto. By these premises Seller/Debtor agrees and consents to the pledge of the Collateral as security for the Agreement.

3. Seller/Debtor warrants, represents and covenants that:

(a) the state, or commonwealth, where Seller/Debtor resides and the books and records relating to the Collateral is, Arizona;

(b) except for those in favor of Secured Party, the Collateral is now, and at all times will be, will be subject to the right of Seller/Debtor to receive free and clear of all liens, security interests, claims, and encumbrances except as otherwise authorized in this Security Document.

(c) the Seller/Debtor will not assign, sell, lease, transfer, or otherwise dispose of or abandon, nor will Seller/Debtor suffer or permit any of the same to occur with respect to, the Collateral, and the inclusion of "proceeds" of the Collateral under the security interest granted herein shall not be deemed a consent by Secured Party to any sale or other disposition of any Collateral;

(d) at any time and from time to time, Seller/Debtor at its sole cost and expense will execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC") as enacted in the state, or commonwealth, of Arizona (Seller/Debtor's State), applications for certificate of title and other papers, documents, or instruments as may be reasonably requested by Secured Party in connection with this Security Agreement and to the extent permitted by applicable law, the Seller/Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements, including a UCC-1;

(e) Seller/Debtor assumes all responsibility and liability arising from the use, by Seller/Debtor, of the Collateral;

(f) after the occurrence and during the continuation of a Default, any proceeds of the Collateral received by the Seller/Debtor shall not be commingled with other property of the Seller/Debtor, but shall be segregated, held by the Seller/Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the obligations, whether or not due and in any order.

4. For purposes of this Security Agreement, "Default" shall be defined herein as, but not limited to:

- (a) the failure of Seller/Debtor, whether willful or not, to comply with any covenant, affirmative or negative, securing the Agreement to Secured Party;
- (b) interference with, interruption of, or diminishment of, or allowing or causing any third party to interfere with, interrupt, or diminish, the cash flow as designated in the Agreement to the Secured Party, unless specifically authorized by Secured Party in writing;
- (c) or any other default under any such other documents.

5. After the occurrence and during the continuation of any Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC or otherwise (whether at law or in equity), all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Secured Party may, with or without judicial process or the aid and assistance of others to the extent permitted by applicable law,

(i) require Seller/Debtor to assemble and make available to Secured Party at the expense of the Seller/Debtor, any part or all of the Collateral.

(ii) remove any part or all of the Collateral from any account or premises for the purpose of disposition thereof.

(b) Secured Party may at any time and from time to time during the continuance of a Default, appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party without notice to Seller/Debtor and in such manner as Secured Party may in its discretion determine.

6. Seller/Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorneys-in-fact of the Seller/Debtor, irrevocably and with power of substitution, with authority, after the occurrence and during the continuation of a Default, and upon reasonable notice to Seller/Debtor of the existence of such Default, to adjust and compromise any claims under insurance policies or otherwise. All acts done under the foregoing authorization (except those which constitute gross negligence or willful misconduct by Secured Party) are hereby ratified and approved, and neither Secured Party, nor any designee or agent thereof, shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law except for any of the foregoing arising solely from the gross negligence or willful misconduct of Secured Party. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid and shall terminate upon all Obligations being satisfied.

7. Seller/Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto other than those arising solely from the gross negligence or willful misconduct of Secured Party, and Seller/Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands.

8. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection on the Obligation constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover under the Obligation shall not be deemed a waiver of or bar against subsequent proceedings by Secured Party with respect to any other outstanding Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy which it may have shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Seller/Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as may be expressly provided herein).



9. The Seller/Debtor hereby irrevocably consents to the jurisdiction of the courts of the state of (insert buyers address) and of any federal court located in such state in connection with any action or proceeding arising out of or relating to this Security Agreement or the Collateral, or any document or instrument delivered with respect to the Obligation. Seller/Debtor waives the defenses of forum nonconveniens and improper venue. Seller/Debtor hereby waives personal service of any process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Seller/Debtor at the personal residence of Seller/Debtor set forth in this Security Agreement.

12. Upon the performance by Seller/Debtor in full of its entire Obligation, the security interest created hereunder shall terminate and all rights to the Collateral shall revert to Seller/Debtor.

13. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by Seller/Debtor. This Security Agreement and the Obligations shall be governed in all respects by the laws of the state, or commonwealth, of Arizona (Seller/Debtor's State) applicable to contracts executed and to be performed in such state. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Seller/Debtor acknowledges receipt of a copy of this Security Agreement.

14. THIS SECURITY AGREEMENT is in addition to, and not in lieu, replacement, or substitution of, any and all prior agreements from Seller/Debtor to Secured Party.

IN WITNESS WHEREOF, the undersigned has executed or caused this Security Agreement to be executed as of the date first above set forth.

SELLER/DEBTOR: \_\_\_\_\_

(Print Name)

SIGNED: \_\_\_\_\_

(Signature of Seller/Debtor)

#### ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Pima

ss: \_\_\_\_\_

BE IT REMEMBERED that on this day came before me, the undersigned Notary Public, within and for the County and State aforesaid, duly commissioned, qualified and acting, \_\_\_\_\_, who acknowledged that he/she is the Seller/Debtor of this Security Agreement, duly authorized in his/her respective capacity to execute the foregoing instrument, and further stated and acknowledged that he/she has so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

DATED this 26 day of October, 2011

My Commission Expires 03/16/2015

Notary Public \_\_\_\_\_





# SECURITY AGREEMENT

The undersigned [redacted] ("Seller/Debtor"), of [redacted] (Seller/Debtor's Address for notice), hereby agrees and grants to and in favor of (the Secured Party) [redacted] (Buyer) of [redacted] (Secured Party's Address for Notice), security interest as follows:

1. In consideration of advances by the Secured Party to Seller/Debtor, directly or indirectly, as principal guarantor or otherwise, Seller/Debtor hereby grants and assigns to Secured Party a continuing security interest in, lien upon, and a right of set-off against, all of Seller/Debtor's right, title, and interest in and to the Collateral referred to in Paragraph 2 and defined in "Exhibit A" hereof, to secure the prompt payment, performance, and observance of all indebtedness, obligations, liabilities, and agreements of any kind of Seller/Debtor to the Secured Party, however evidenced, arising under or in connection with the Agreement executed by Seller/Debtor in the principal amount of \$ 704.33 monthly for a term of [redacted] with the Agreement which is incorporated herein by reference and attached as "Exhibit B," and the prompt performance and observance of all other obligations of Seller/Debtor to Secured Party. (All of the foregoing being herein referred to as the "Obligations").

2. The "Collateral" is defined as an account receivable, more fully described in Exhibit "A" hereto. By these premises Seller/Debtor agrees and consents to the pledge of the Collateral as security for the Agreement.

3. Seller/Debtor warrants, represents and covenants that:

(a) the state, or commonwealth, where Seller/Debtor resides and the books and records relating to the Collateral is: Louisiana

(b) except for those in favor of Secured Party, the Collateral is now, and at all times will be, will be subject to the right of Seller/Debtor to receive free and clear of all liens, security interests, claims, and encumbrances except as otherwise authorized in this Security Document. Should Seller move out of said State during the term of the Contract for Sale of Payments, Seller agrees that s/he shall promptly notify the Escrow Company of the same and agrees that a UCC filing shall be authorized to be made in any subsequent state that Seller shall move to.

(c) the Seller/Debtor will not assign, sell, lease, transfer, or otherwise dispose of or abandon, nor will Seller/Debtor suffer or permit any of the same to occur with respect to, the Collateral, and the inclusion of "proceeds" of the Collateral under the security interest granted herein shall not be deemed a consent by Secured Party to any sale or other disposition of any Collateral.

(d) at any time and from time to time, Seller/Debtor at its sole cost and expense will execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC"), as enacted in the state, or commonwealth, of Louisiana (Seller/Debtor's State), applications for certificate of title and other papers, documents, or instruments as may be reasonably requested by Secured Party in connection with this Security Agreement and to the extent permitted by applicable law, the Seller/Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements, including a UCC-1, in any state that Seller may live.

(e) Seller/Debtor assumes all responsibility and liability arising from the use, by Seller/Debtor, of the Collateral.

(f) after the occurrence and during the continuation of a Default, any proceeds of the Collateral received by the Seller/Debtor shall not be commingled with other property of the Seller/Debtor, but shall be segregated, held by the Seller/Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof. The same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the obligations, whether or not due and in any order.



4. For purposes of this Agreement, "Default" shall be defined herein as, but not limited to:

- (a) the failure of Seller/Debtor, whether willful or not, to comply with any covenant, affirmative or negative, securing the Agreement to Secured Party;

- (b) interference with, interruption of, or diminishment of, or allowing or causing any third party to interfere with, interrupt, or diminish, the cash flow as designated in the Agreement to the Secured Party, unless specifically authorized by Secured Party in writing;

- (c) or any other default under any such other documents.

5. After the occurrence and during the continuation of any Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC or otherwise (whether at law or in equity), all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

- (a) Secured Party may, with or without judicial process or the aid and assistance of others to the extent permitted by applicable law:

- (i) require Seller/Debtor to assemble and make available to Secured Party at the expense of the Seller/Debtor, any part or all of the Collateral;

- (ii) remove any part or all of the Collateral from any account or premises for the purpose of disposition thereof.

- (b) Secured Party may at any time and from time to time during the continuance of a Default, appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party without notice to Seller/Debtor and in such manner as Secured Party may in its discretion determine.

6. Seller/Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorneys-in-fact of the Seller/Debtor, irrevocably and with power of substitution, with authority, after the occurrence and during the continuation of a Default, and upon reasonable notice to Seller/Debtor of the existence of such Default, to adjust and compromise any claims under insurance policies or otherwise. All acts done under the foregoing authorization (except those which constitute gross negligence or willful misconduct by Secured Party) are hereby ratified and approved, and neither Secured Party, nor any designee or agent thereof, shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law except for any of the foregoing arising solely from the gross negligence or willful misconduct of Secured Party. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid and shall terminate upon all Obligations being satisfied.

7. Seller/Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto other than those arising solely from the gross negligence or willful misconduct of Secured Party, and Seller/Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands.

8. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection on the Obligation constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover under the Obligation shall not be deemed a waiver of or bar against subsequent proceedings by Secured Party with respect to any other outstanding Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy, which it may have, shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Seller/Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidenced by any Obligations or Collateral, and all other notices and demands whatsoever (except as may be  
Selle



expressly provided herein).

9. The Seller/Debtor hereby irrevocably consents to the personal jurisdiction of the Circuit Court of the State of South Carolina in such state in connection with any action or proceeding arising out of or relating to this Security Agreement or the Collateral, or any document or instrument delivered with respect to the Obligation. Seller/Debtor waives the defenses of forum non conveniens and improper venue. Upon the performance by Seller/Debtor in full of its entire Obligation, the security interest created hereunder shall terminate and all rights to the Collateral shall revert to Seller/Debtor.

10. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by Seller/Debtor. This Security Agreement and the Obligations shall be governed in all respects by the laws of the State of South Carolina applicable to contracts executed and to be performed in such state. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Seller/Debtor acknowledges receipt of a copy of this Security Agreement.

**THIS SECURITY AGREEMENT** is in addition to, and not in lieu, replacement, or substitution of, any and all prior agreements from Seller/Debtor to Secured Party.

Seller





## EXHIBIT A - DESCRIPTION OF COLLATERAL

The Collateral is the right to receive the income stream in the amount of \$ 704.43 associated with Account/Annuity #XXX-XX-6069 with VA Disability Compensation payable monthly as an account receivable. The security interest in this collateral attaches after the funds have been disbursed from VA Disability Compensation to Seller/Debtor and immediately upon receipt of the Seller/Debtor of these specific funds in any form, fashion, account, or location; and after the funds have left the purview of any ERISA regulated organization. This Security Agreement specifically allows the Buyer a security interest in any and all banking or financial accounts of which I am account holder or beneficiary.

IN WITNESS WHEREOF, the parties have executed this Security Agreement.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Seller/Beneficiary

STATE OF LOUISIANA

PARISH OF CALCASIEU

ACKNOWLEDGEMENT

On SEPT. 10, 2019, before me, [REDACTED] Notary Public for LOUISIANA, personally appeared [REDACTED] personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

SWORN to before me this 10TH day of SEPT. 2019.

Ethel S. Charron

Notary Public for LOUISIANA

My Commission Expires: 11-1-2021

(SEAL)



Seller

[REDACTED]



**A4**



## PURCHASE ASSISTANCE AGREEMENT

This Purchase Assistance Agreement is made effective this 28 day of October, 2015 (the "Effective Date"), by and between SoBell Corp, [REDACTED] (enter Distributor) and [REDACTED] (enter Agent) together and/or individually or in combination, and [REDACTED] ("Buyer").

### RECITALS

WHEREAS, from time to time, "Seller(s)" may desire to sell certain fixed payments which have been distributed to and received by the Seller from certain structured assets (the "Payment(s)") in exchange for a discounted lump sum payment;

WHEREAS, Buyer desires to purchase such Payments as provided in this Purchase Assistance Agreement;

WHEREAS, Buyer desires for certain agents engaged by Buyer's agent/advisor to provide Buyer with administrative assistance in connection with the purchase of the Payments; and

WHEREAS, SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor desire to accept such engagement subject to the terms and conditions contained in this Purchase Assistance Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Buyer, SoBell Corp, its distributors, my agent's distributors and their engaged agents, including the escrow agent and other engaged professionals agree as follows:

**1. Price Quote and Escrow.** Pursuant to this Purchase Assistance Agreement, SoBell Corp shall endeavor to deliver to Buyer, by and through their agent and/or distributor, from time to time, a Purchase Application on behalf of a Seller. Such Purchase Application will describe certain Payments for sale at that time and provide Buyer an opportunity to offer to purchase such Payments. If Buyer desires to purchase such Payments described in the Purchase Application, the Buyer shall execute the Purchase Application provided to Buyer by Buyer's agent/advisor and return the signed Purchase Application to Buyer's agent/advisor. If SoBell Corp, on behalf of the Seller, accepts Buyer's offer for purchase as set forth in the Purchase Application, SoBell Corp shall notify Buyer as indicated in the Purchase Application. Pursuant to closing of the purchase of the Payments, the Buyer shall, as directed in the Purchase Application, deposit into an escrow or other trust account, subject to the terms and conditions of the Purchase Application, an amount equal to the Buyer's offer as indicated in the Purchase Application.

2. The Purchase Price shall be paid in legal US Dollars and payable to Upstate Law Group, LLC (the "Escrow Agent") to be held pending the finalization of the transaction and delivered to the following address:

Upstate Law Group, LLC  
Income Case Funding IOLTA Account  
200 East Main Street  
Easley, SC 29640



### 3. Closing and Payment.

3.1. Documents. All original documents should be returned to:  
SoBell Corp  
1000 Highland Colony Park, Suite 5203  
Ridgeland, MS 39157

3.2. Closing. The closing of each purchase and sale of Payments (the "Closing") shall occur upon the completion of all of the following: (1) funding into escrow by the Buyer (as described herein); (2) delivery to and receipt by the Buyer of a complete closing book (the "Closing Book") as described in Schedule A of this Purchase Assistance Agreement; (3) funds in the amount of the purchase price for the Payments (the "Purchase Price") minus applicable fees, costs and Commissions are paid and delivered to the Seller; and (4) funds in the amount of the Commission (hereinafter defined), applicable transaction fees and transaction costs are delivered to the Escrow Agent for appropriate disbursement at the closing of this transaction.

3.3. Conveyance. Upon distribution from escrow of the funding amount set forth in the Purchase Application, the transaction between Seller and Buyer shall constitute a final sale, grant, transfer and conveyance by Seller to Buyer of all of Seller's rights and interest in, and to the Payment(s) described in the Contract for Sale of Payments and the Security Agreement; provided, however, that the underlying asset/payment source shall at all times remain the sole property of Seller and under the control of Seller.

3.4. Price and Payment. The Purchase Price set forth in each Contract for Sale shall be paid in accordance with the funding instructions mutually agreed upon by the parties to this Purchase Assistance Agreement and as provided in the Closing Book. It is agreed that any "Commissions" due shall be calculated, on the day of funding, from a pre-negotiated discount rate.

3.5. Time is of the Essence. Buyer acknowledges that time is of the essence in this transaction with respect to all provisions of this Purchase Assistance Agreement that specify a time for performance and unreasonable delay may constitute a breach of this agreement; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Purchase Assistance Agreement.

### 4. Non-Circumvention.

4.1. For a period of five (5) years from the Effective Date of this Purchase Assistance Agreement, Buyer shall refrain from soliciting business or contracts from sources not their own which have been made available to Buyer either by or through SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction or resulting from the efforts of SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction, without the express written permission of SoBell Corp. In addition, all parties to this Purchase Assistance Agreement, including but not limited to, signatories, affiliates, subsidiaries, partners, relatives, heirs, successors, assigns, and agents to all of the parties to this Purchase Assistance Agreement will maintain complete confidentiality regarding the information, aspects, terms, and conditions of the Contract(s) for Sale, the Payment(s), and Purchase Application, and, unless required by law or to enforce this contract, will only disclose such information (other than to the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) under mutual written agreement with the other party, and only after written permission has been received from the originator of the source.



4.2. The Buyer and SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction further agree not to enter into business transaction(s) with banks, investors, brokers, co-brokers, sources of funds or other bodies, the names of which have been provided by either party, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this Purchase Assistance Agreement, it does not matter whether the information is obtained from a natural or a legal person. The Buyer also undertakes not to make use of a third party to circumvent this Purchase Assistance Agreement.

4.3. In the event of circumvention of this Purchase Assistance Agreement by the Buyer or SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction, directly or indirectly, the circumvented party shall be entitled to damages equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all reasonable legal fees and expenses incurred to recover the lost revenue.

5. Cooperation. SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction shall cooperate with the Buyer to instruct and notify the escrow company identified in the Contract for Sale to make the Payment(s) to Buyer in accordance with the terms of this Purchase Assistance Agreement. SoBell Corp, its distributors, and other engaged professionals engaged by my agent/advisor for this transaction shall direct all appropriate parties that such payments, if check or note, are to be made payable to and sent to:

Upstate Law Group, LLC  
200 East Main Street  
Easley, SC 29640

6. Administrative Assistance. Buyer and Buyer's agent/advisor(s) desire, acknowledge, and agree that in connection with Buyer's purchase of the Payments, SoBell Corp, Buyer's agent's distributor, and other professionals engaged by Buyer's agent(s) shall provide to Buyer only administrative assistance, and that all legal or financial advice or assistance is being solely provided by the Buyer's agent/advisor as detailed in the Purchaser Suitability Form.

7. ACKNOWLEDGMENT OF RISK. BUYER AND BUYER'S AGENT(S) EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

7.1. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS PURCHASE ASSISTANCE AGREEMENT SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS EXIST AS DISCLOSED IN THE ACCOMPANYING DISCLOSURE OF RISKS STATEMENT.

7.2. BY EXECUTING THIS PURCHASE ASSISTANCE AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS AWARE OF AND EXPRESSLY ACCEPTS ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN AS DETAILED IN THE DISCLOSURE OF RISKS STATEMENT, INCLUDING THE DECLARATION OF UNKNOWN AND UNFORESEEN RISKS.

7.3. BUYER ACKNOWLEDGES AND AGREES THAT SOBELL CORP, ITS DISTRIBUTORS, AND OTHER ENGAGED PROFESSIONALS ENGAGED BY MY

AGENT/ADVISOR FOR THIS TRANSACTION, INCLUDING THEIR ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

8. Wiring of Funds. The Buyer and SoBell Corp, its distributors, and other professionals engaged by my agent/advisor for this transaction acknowledge that the escrow agent cannot electronically transfer or wire funds later than 2:00 PM EST. Buyer agrees and acknowledges that transactions must be completed in sufficient time in order to allow mailing of documents and wiring of funds.

9. Assumption. Subject to the terms and conditions of this Purchase Assistance Agreement, and in accordance with the Contract for Sale, the Buyer shall accept the conveyance of the Payments described in the Contract for Sale, and shall also assume, perform, pay, and discharge all of the duties, liabilities, and obligations required under the Contract for Sale.

10. Entire Agreement. Neither party has been induced to enter into this Purchase Assistance Agreement by any covenant, representation, nor warranty not specifically set forth herein. This Purchase Assistance Agreement supersedes all prior agreements, arrangements and understandings, whether oral or written, and all other communications between Buyer and his/her agent(s) concerning the subject matter hereof. No modification, waiver, release, rescission, or amendment of any provision of this Purchase Assistance Agreement shall be made except by a written instrument duly executed by each of the parties hereto.

11. Binding Effect. This Purchase Assistance Agreement shall inure to the benefit of and be binding upon the Buyer's agent(s), the Buyer, and their respective assistants, agents, successors, heirs, and assigns.

12. Severability. Any invalid or unenforceable provision shall be deemed severed from this Purchase Assistance Agreement to the extent of its invalidity or unenforceability, and the remainder of this Purchase Assistance Agreement shall remain in full force and effect.

13. Counterparts. This Purchase Assistance Agreement may be executed in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. Facsimile or other electronic transmission of executed signature pages shall be sufficient to bind the executing party and shall be admissible the same as an "original" in any court proceeding.

14. Confidentiality. SoBell Corp, its distributors, and other professionals engaged by my agent/advisor for this transaction (including their agents) and the Buyer agree that the contents of this Purchase Assistance Agreement shall remain confidential, and shall not be disclosed to any person or entity (other than the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) except as may be required by law, in order to enforce this agreement or upon reasonable notice to all parties.

15. Section Headings. Section headings contained in this Purchase Assistance Agreement are inserted for convenience or reference only and shall not be deemed to be a part of this Purchase Assistance Agreement for any purpose, and shall not in any way define or affect the meaning, construction, scope of any of the provisions hereof.



16. Governing Law. This Purchase Assistance Agreement shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

17. Venue. The Buyer agrees to personal jurisdiction in Greenville County, South Carolina and for venue in any proceeding regarding this agreement to be in the Court of Common Pleas in Greenville County, South Carolina.

18. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Buyer agrees that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

IN WITNESS WHEREOF, the parties have executed this Purchase Assistance Agreement as of the Effective Date.

"Buyer" (aka "Purchaser"):

[Redacted Signature]

Buyer Signature

[Redacted Name]

Buyer/Purchaser Printed Name

"Co-Buyer" (aka "Co-Purchaser"):

[Redacted Signature]

Co-Buyer Signature

[Redacted Name]

Co-Buyer/Co-Purchaser Printed Name

Current Physical Address:

[Redacted Address]

\_\_\_\_\_

Email:

[Redacted Email]

\_\_\_\_\_

Telephone:

[Redacted Phone]

\_\_\_\_\_



## PURCHASE ASSISTANCE AGREEMENT

This Purchase Assistance Agreement is made effective this 9th day of November, 2011 (the "Effective Date"), by and between VFG, LLC, a Delaware limited liability company ("VFG") and [REDACTED] ("Buyer").

### RECITALS

WHEREAS, from time to time, VFG enters into Sales Assistance Agreements with individuals (the "Seller(s)") who desire to sell certain fixed payments which have been distributed to and received by the Sellers from certain structured assets (the "Payment(s)") in exchange for a discounted lump sum payment;

WHEREAS, Buyer desires to purchase such Payments as provided in this Purchase Assistance Agreement;

WHEREAS, Buyer desires to engage VFG to provide Buyer with administrative assistance in connection with the purchase of the Payments; and

WHEREAS, VFG desires to accept such engagement subject to the terms and conditions contained in this Purchase Assistance Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Buyer and VFG agree as follows:

1. Price Quote and Escrow. Pursuant to this Purchase Assistance Agreement, VFG shall endeavor to deliver to Buyer, from time to time, an Offer of Sale on behalf of a Seller. Such Offer of Sale will describe certain Payments for sale at that time and provide Buyer an opportunity to offer to purchase such Payments. If Buyer desires to purchase such Payments described in the Offer of Sale, the Buyer shall execute a Purchase Application provided to Buyer by VFG and return the signed Purchase Application to VFG. If VFG, on behalf of the Seller, accepts Buyer's offer for purchase as set forth in the Purchase Application, VFG shall notify Buyer as indicated in the Purchase Application. Pursuant to closing of the purchase of the Payments, the Buyer shall, as directed in the Purchase Application, deposit into an escrow account, subject to the terms and conditions of the Purchase Application, an amount equal to the Buyer's offer as indicated in the Purchase Application.

2. Contract for Sale of Payments. In connection with the purchase of Payments, Buyer and Seller shall be required to execute a Contract for Sale of Payments, pursuant to Schedule A of this Agreement (the "Contract for Sale"). The Contract for Sale shall include a description of the Payments to be sold to Buyer along with a description of the asset underlying the Payments.

### 3. Closing and Payment.

3.1 Closing. The closing of each purchase and sale of Payments (the "Closing") shall occur upon the completion of all of the following: (1) funding into escrow by the Buyer (as described herein); (2) delivery to and receipt by the Buyer of a complete closing book (the "Closing Book") as described in Schedule A of this Purchase Assistance Agreement; (3) funds in the amount of the purchase price for the Payments (the "Purchase Price") are paid and delivered to the Seller; and (4) funds in the

[REDACTED]  
Initials





amount of the Commission (hereinafter defined) are delivered to VFG.

3.2 Conveyance. Upon distribution from escrow of the funding amount set forth in the Purchase Application, the transaction between Seller and Buyer shall constitute a final sale, grant, transfer and conveyance by Seller to Buyer of all of Seller's rights and interest in, to, and under the Payment(s); provided, however, that the underlying asset shall remain the sole property of Seller and under the control of Seller.

3.3 Price and Payment. The Purchase Price set forth in each Contract for Sale shall be paid in accordance with the funding instructions mutually agreed upon by the parties to this Purchase Assistance Agreement and as provided in the Closing Book. It is agreed that the "Commission" to VFG shall be calculated, on the day of funding, from a pre-negotiated discount rate.

3.4 Time is of the Essence. Buyer acknowledges that time is of the essence in this transaction with respect to all provisions of this Purchase Assistance Agreement that specify a time for performance and unreasonable delay may constitute a breach of this agreement; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Purchase Assistance Agreement.

#### 4. Non-Circumvention.

4.1 For a period of five (5) years from the Effective Date of this Purchase Assistance Agreement, Buyer shall refrain from soliciting business or contracts from sources not their own which have been made available to Buyer either by or through VFG or resulting from the efforts of VFG or VFG's employees, contractors, or agents, without the express written permission of VFG. In addition, all parties to this Purchase Assistance Agreement, including but not limited to, signatories, affiliates, subsidiaries, partners, relatives, heirs, successors, assigns, and agents to all of the parties to this Purchase Assistance Agreement will maintain complete confidentiality regarding the information, aspects, terms, and conditions of the Contract(s) for Sale, the Payment(s), and Purchase Application, and, unless required by law, will only disclose such information (other than to the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) under mutual written agreement with the other party, and only after written permission has been received from the originator of the source.

4.2 The Buyer and VFG further agree not to enter into business transaction(s) with banks, investors, brokers, co-brokers, sources of funds or other bodies, the names of which have been provided by either party, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this Purchase Assistance Agreement, it does not matter whether the information is obtained from a natural or a legal person. The Buyer also undertakes not to make use of a third party to circumvent this Purchase Assistance Agreement.

4.3 In the event of circumvention of this Purchase Assistance Agreement by the Buyer or VFG, directly or indirectly, the circumvented party shall be entitled to damages equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all reasonable legal fees and expenses incurred to recover the lost revenue.

5. Cooperation by VFG. VFG shall cooperate with the Buyer to instruct and notify the escrow company identified in the Contract for Sale to make the Payment(s) to Buyer in accordance with the terms of this Purchase Assistance Agreement. VFG shall direct all appropriate parties that such payments, if check or note, are to be made payable to and sent to:

initials



[REDACTED]  
[REDACTED]  
[REDACTED]

6. Administrative Assistance. Buyer and VFG desire, acknowledge, and agree that in connection with Buyer's purchase of the Payments, VFG shall provide to Buyer only administrative assistance, and VFG shall not provide to Buyer legal or financial advice or assistance of any kind whatsoever.

7. ACKNOWLEDGMENT OF RISK. BUYER AND VFG EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

7.1. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS PURCHASE ASSISTANCE AGREEMENT SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS EXIST.

7.2. BY EXECUTING THIS PURCHASE ASSISTANCE AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS AWARE OF AND EXPRESSLY ACCEPTS ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN.

7.3. BUYER ACKNOWLEDGES AND AGREES THAT VFG MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

8. Wiring of Funds. The Buyer and VFG acknowledge that the escrow agent cannot electronically transfer or wire funds later than 2:00 PM Central Time and that both the Buyer and VFG's obligations to each other must be completed in sufficient time in order to allow mailing of documents and wiring of funds.

9. Assumption. Subject to the terms and conditions of this Purchase Assistance Agreement, and in accordance with the Contract for Sale, the Buyer shall accept the conveyance of the Payments described in the Contract for Sale, and shall also assume, perform, pay, and discharge all of the duties, liabilities, and obligations required under the Contract for Sale.

10. Entire Agreement. Neither party has been induced to enter into this Purchase Assistance Agreement by any covenant, representation, or warranty not specifically set forth herein. This Purchase Assistance Agreement supersedes all prior agreements, arrangements and understandings, whether oral or written, and all other communications between Buyer and VFG concerning the subject matter hereof. No modification, waiver, release, rescission, or amendment of any provision of this Purchase Assistance Agreement shall be made except by a written instrument duly executed by each of the parties hereto.

11. Binding Effect. This Purchase Assistance Agreement shall inure to the benefit of and be binding upon VFG, the Buyer, and their respective successors, heirs, and assigns.

[REDACTED]  
initials





12. Severability. Any invalid or unenforceable provision shall be deemed severed from this Purchase Assistance Agreement to the extent of its invalidity or unenforceability, and the remainder of this Purchase Assistance Agreement shall remain in full force and effect.

13. Counterparts. This Purchase Assistance Agreement may be executed in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. Facsimile transmission of executed signature pages shall be sufficient to bind the executing party.

14. Confidentiality. VFC and the Buyer agree that the contents of this Purchase Assistance Agreement shall remain confidential, and shall not be disclosed to any person or entity (other than the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) except as may be required by law and upon reasonable notice to the parties.

15. Section Headings. Section headings contained in this Purchase Assistance Agreement are inserted for convenience or reference only and shall not be deemed to be a part of this Purchase Assistance Agreement for any purpose, and shall not in any way define or affect the meaning, construction, scope of any of the provisions hereof.

16. Governing Law. This Purchase Assistance Agreement shall be construed according to the laws of the State of Arkansas, without regard to choice of law principles.

INITIAL THE BOTTOM OF EACH PAGE BEFORE SUBMISSION

*(Signatures Contained on Following Pages)*



Initials



IN WITNESS WHEREOF, the parties have executed this Purchase Assistance Agreement as of the Effective Date.

"Buyer"

Signature

Printed Name

Current Physical Address:

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

"VFG"

VFG, LLC, a Delaware Limited Liability Company

By: \_\_\_\_\_

Printed Name: Christian Adcock

Its: \_\_\_\_\_



Initials



## PURCHASE ASSISTANCE AGREEMENT

This Purchase Assistance Agreement is made effective this 10th day of September 2014 (the "Effective Date"), by and between BAIC, INC, [REDACTED] (enter Distributor) and [REDACTED] (enter Agent) together and/or individually or in combination, the Transaction Assistance Team, ("Transaction Assistance Team") and [REDACTED] ("Buyer").

### RECITALS

WHEREAS, from time to time, Transaction Assistance Team enters into Sales Assistance Agreements with individuals (the "Seller(s)") who desire to sell certain fixed payments which have been distributed to and received by the Sellers from certain structured assets (the "Payment(s)") in exchange for a discounted lump sum payment;

WHEREAS, Buyer desires to purchase such Payments as provided in this Purchase Assistance Agreement;

WHEREAS, Buyer desires to engage Transaction Assistance Team to provide Buyer with administrative assistance in connection with the purchase of the Payments; and

WHEREAS, Transaction Assistance Team desires to accept such engagement subject to the terms and conditions contained in this Purchase Assistance Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency is hereby acknowledged, Buyer and Transaction Assistance Team agree as follows:

1. **Price Quote and Escrow.** Pursuant to this Purchase Assistance Agreement, Transaction Assistance Team shall endeavor to deliver to Buyer, from time to time, a Purchase Application on behalf of a Seller. Such Purchase Application will describe certain Payments for sale at that time and provide Buyer an opportunity to offer to purchase such Payments. If Buyer desires to purchase such Payments described in the Purchase Application, the Buyer shall execute the Purchase Application provided to Buyer by Transaction Assistance Team and return the signed Purchase Application to Transaction Assistance Team. If Transaction Assistance Team, on behalf of the Seller, accepts Buyer's offer for purchase as set forth in the Purchase Application, Transaction Assistance Team shall notify Buyer as indicated in the Purchase Application. Pursuant to closing of the purchase of the Payments, the Buyer shall, as directed in the Purchase Application, deposit into an escrow or other trust account, subject to the terms and conditions of the Purchase Application, an amount equal to the Buyer's offer as indicated in the Purchase Application.

2. The Purchase Price shall be paid in legal US Dollars and payable to Upstate Law Group, LLC (the "Escrow Agent") for the benefit of Seller and delivered to the following address:

Upstate Law Group, LLC  
Income Case Funding IOLTA Account  
200 East Main Street  
Easley, SC 29640

### 3. Closing and Payment.

3.1. Documents. All original documents should be returned to:

BAIC, INC  
P.O. Box 2199  
Gainesville, TX 76241

3.2. Closing. The closing of each purchase and sale of Payments (the "Closing") shall occur upon the completion of all of the following: (1) funding into escrow by the Buyer (as described herein); (2) delivery to and receipt by the Buyer of a complete closing book (the "Closing Book") as described in Schedule A of this Purchase Assistance Agreement; (3) funds in the amount of the purchase price for the Payments (the "Purchase Price") minus applicable fees, costs and Commissions are paid and delivered to the Seller; and (4) funds in the amount of the Commission (hereinafter defined), applicable transaction fees and transaction costs are delivered to Transaction Assistance Team.

3.3. Conveyance. Upon distribution from escrow of the funding amount set forth in the Purchase Application, the transaction between Seller and Buyer shall constitute a final sale, grant, transfer and conveyance by Seller to Buyer of all of Seller's rights and interest in, and to the Payment(s) described in the Contract for Sale of Payments and the Security Agreement; provided, however, that the underlying asset/payment source shall at all times remain the sole property of Seller and under the control of Seller.

3.4. Price and Payment. The Purchase Price set forth in each Contract for Sale shall be paid in accordance with the funding instructions mutually agreed upon by the parties to this Purchase Assistance Agreement and as provided in the Closing Book. It is agreed that any "Commission" to members of the Transaction Assistance Team shall be calculated, on the day of funding, from a pre-negotiated discount rate.

3.5. Time is of the Essence. Buyer acknowledges that time is of the essence in this transaction with respect to all provisions of this Purchase Assistance Agreement that specify a time for performance and unreasonable delay may constitute a breach of this agreement; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or cure period allowed in this Purchase Assistance Agreement.

### 4. Non-Circumvention.

4.1. For a period of five (5) years from the Effective Date of this Purchase Assistance Agreement, Buyer shall refrain from soliciting business or contracts from sources not their own which have been made available to Buyer either by or through Transaction Assistance Team or resulting from the efforts of Transaction Assistance Team or Transaction Assistance Team's employees, contractors, or agents, without the express written permission of Transaction Assistance Team. In addition, all parties to this Purchase Assistance Agreement, including but not limited to, signatories, affiliates, subsidiaries, partners, relatives, heirs, successors, assigns, and agents to all of the parties to this Purchase Assistance Agreement will maintain complete confidentiality regarding the information, aspects, terms, and conditions of the Contract(s) for Sale, the Payment(s), and Purchase Application, and, unless required by law or to enforce this contract, will only disclose such information (other than to the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) under mutual written agreement with the other party, and only after written permission has been received from the originator of the source.

4.2. The Buyer and Transaction Assistance Team further agree not to enter into business transaction(s) with banks, investors, brokers, co-brokers, sources of funds or other bodies, the names of which have been provided by either party, unless written permission has been obtained from the other



party, or parties, to do so. For the sake of this Purchase Assistance Agreement, it does not matter whether the information is obtained from a natural or a legal person. The Buyer also undertakes not to make use of a third party to circumvent this Purchase Assistance Agreement.

4.3. In the event of circumvention of this Purchase Assistance Agreement by the Buyer or Transaction Assistance Team, directly or indirectly, the circumvented party shall be entitled to damages equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all reasonable legal fees and expenses incurred to recover the lost revenue.

5. Cooperation by Transaction Assistance Team. Transaction Assistance Team shall cooperate with the Buyer to instruct and notify the escrow company identified in the Contract for Sale to make the Payment(s) to Buyer in accordance with the terms of this Purchase Assistance Agreement. Transaction Assistance Team shall direct all appropriate parties that such payments, if check or note, are to be made payable to and sent to:

[REDACTED]

6. Administrative Assistance. Buyer and Transaction Assistance Team desire, acknowledge, and agree that in connection with Buyer's purchase of the Payments, Transaction Assistance Team shall provide to Buyer only administrative assistance, and Transaction Assistance Team shall not provide to Buyer legal or financial advice or assistance of any kind whatsoever.

7. ACKNOWLEDGMENT OF RISK. BUYER AND TRANSACTION ASSISTANCE TEAM EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

7.1. BOTH PARTIES INTEND THAT THE TRANSACTION(S) CONTEMPLATED BY THIS PURCHASE ASSISTANCE AGREEMENT SHALL CONSTITUTE VALID SALE(S) OF PAYMENTS AND SHALL NOT CONSTITUTE IMPERMISSIBLE ASSIGNMENT(S), TRANSFER(S), OR ALIENATION OF BENEFITS BY SELLERS AS CONTEMPLATED BY APPLICABLE LAWS; HOWEVER, CERTAIN RISKS EXIST AS DISCLOSED IN THE ACCOMPANYING DISCLOSURE OF RISKS STATEMENT.

7.2. BY EXECUTING THIS PURCHASE ASSISTANCE AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS AWARE OF AND EXPRESSLY ACCEPTS ALL RISKS ASSOCIATED WITH THE TRANSACTION(S) CONTEMPLATED HEREIN.

7.3. BUYER ACKNOWLEDGES AND AGREES THAT TRANSACTION ASSISTANCE TEAM, ITS AGENTS, ATTORNEYS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING WHETHER A COURT OF LAW WOULD INTERPRET THE TRANSACTION(S) CONTEMPLATED HEREIN AS INVALID ASSIGNMENT(S), TRANSFER(S) OR ALIENATION OF BENEFITS, OR OTHERWISE DEEM THE TRANSACTION INVALID.

8. Wiring of Funds. The Buyer and Transaction Assistance Team acknowledge that the escrow agent cannot electronically transfer or wire funds later than 2:00 PM EST and that both the Buyer and Transaction Assistance Team's obligations to each other must be completed in sufficient time in order to allow mailing of documents and wiring of funds.

9. Assumption. Subject to the terms and conditions of this Purchase Assistance Agreement, and in accordance with the Contract for Sale, the Buyer shall accept the conveyance of the Payments described in the Contract for Sale, and shall also assume, perform, pay, and discharge all of the duties, liabilities, and obligations required under the Contract for Sale.

10. Entire Agreement. Neither party has been induced to enter into this Purchase Assistance Agreement by any covenant, representation, nor warranty not specifically set forth herein. This Purchase Assistance Agreement supersedes all prior agreements, arrangements and understandings, whether oral or written, and all other communications between Buyer and the Transaction Assistance Team concerning the subject matter hereof. No modification, waiver, release, rescission, or amendment of any provision of this Purchase Assistance Agreement shall be made except by a written instrument duly executed by each of the parties hereto.

11. Binding Effect. This Purchase Assistance Agreement shall inure to the benefit of and be binding upon the Transaction Assistance Team, the Buyer, and their respective agents, successors, heirs, and assigns.

12. Severability. Any invalid or unenforceable provision shall be deemed severed from this Purchase Assistance Agreement to the extent of its invalidity or unenforceability, and the remainder of this Purchase Assistance Agreement shall remain in full force and effect.

13. Counterparts. This Purchase Assistance Agreement may be executed in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. Facsimile or other electronic transmission of executed signature pages shall be sufficient to bind the executing party and shall be admissible the same as an "original" in any court proceeding.

14. Confidentiality. The Transaction Assistance Team and the Buyer agree that the contents of this Purchase Assistance Agreement shall remain confidential, and shall not be disclosed to any person or entity (other than the party's attorneys, auditors, vendors, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Purchase Assistance Agreement) except as may be required by law, in order to enforce this agreement or upon reasonable notice to all parties.

15. Section Headings. Section headings contained in this Purchase Assistance Agreement are inserted for convenience or reference only and shall not be deemed to be a part of this Purchase Assistance Agreement for any purpose, and shall not in any way define or affect the meaning, construction, scope of any of the provisions hereof.

16. Governing Law. This Purchase Assistance Agreement shall be construed according to the laws of the State of South Carolina, without regard to choice of law principles.

17. Venue. The Buyer agrees to personal jurisdiction in Greenville County, South Carolina and for venue in any proceeding regarding this agreement to be in the Court of Common Pleas in Greenville County, South Carolina.

18. Class Action Waiver. Any litigation based upon this agreement shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Buyer agrees that his/her claims, if any, may not be joined or consolidated unless agreed to in writing by all parties. Furthermore, no verdict will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to this contract.

*(Signatures Contained on Following Pages)*



IN WITNESS WHEREOF, the parties have executed this Purchase Assistance Agreement as of the Effective Date.

IRA Account Owner

[Redacted]

IRA Account Owner Signature

[Redacted]

IRA Account Owner Printed Name

Current Physical Address:

[Redacted]

Email:

[Redacted]

Telephone:

[Redacted]

IRA Custodian

[Redacted]

IRA Custodian Signature

[Redacted]

IRA Custodian Printed Name

EMPLOYEE